

AS-NEEDED ENVIRONMENTAL SERVICES
FOR
WATER RESOURCES CORE SERVICE AREA

AGREEMENT FOR CONSULTANT SERVICES

THIS AGREEMENT, made and entered into this 1 day of March, 2018.

BY AND BETWEEN

COUNTY OF LOS ANGELES, State of
California, hereinafter referred to as County,

AND

ENVIRONMENTAL PLANNING
DEVELOPMENT SOLUTIONS, INC.
a California Corporation,
hereinafter referred to as Consultant,

The parties hereto do mutually agree as follows:

1. Definition

County means collectively the County of Los Angeles, acting for itself and acting on behalf of the Los Angeles County Flood Control District, the County of Los Angeles Waterworks Districts, and the Consolidated Sewer Maintenance District of the County of Los Angeles; and includes acting as agent for such joint powers authority or nonprofit corporation as may be involved in the issuance of bonds, certificates of participation, or other evidences of indebtedness to finance the work contemplated herein; or said joint powers authority or nonprofit corporation.

2. Consultant's Services

The scope of work shall be as outlined in the Scope of Services, Attachment 1. Consultant's proposal, Request for Proposals – RFP No. AED7740082, and all addenda/notices to the RFP, are incorporated herein as a part of this Contract. In the event that any conflict or inconsistency between this Contract and Consultant's proposal are found, such conflict or inconsistency shall be resolved by giving precedence first to the Contract and the attachments to the Contract.

No work shall commence on this project until a written Notice to Proceed is issued by County. County does not guarantee or promise that any work will be assigned to Consultant under this contract until a written Notice to Proceed is issued by the County. Consultant is also referred herein as Contractor.

3. Consideration

In consideration of the performance by Consultant in a manner satisfactory to County of the services described in Paragraph 2 above, including receipt and acceptance of such work by Director of the County of Los Angeles Department of Public Works (hereinafter called Director), County agrees to pay Consultant **a maximum not to exceed fee of Five Million Eight Hundred Eighteen Thousand Dollars (\$5,818,000)** in the manner set forth immediately below and according to the Schedule of Prices attached to this Agreement as **Attachment 3**. County does not guarantee any work or services of any specific monetary amount under this Contract.

Consultant shall invoice County upon the completion of tasks, subtasks, deliverables, and other additional services specified in this Agreement, Scope of Work, and any change orders, as applicable, and which have been approved in writing by the County.

- a. Payments for the work accomplished shall be made upon verification and acceptance of such work by Director, as stated in the Scope of Services, **Attachment 1**. Invoices shall be accompanied by an analysis of work completed for the invoice period. This analysis shall be prepared in a format satisfactory to Director.
- b. At the sole discretion of the Director, or his/her designee, the initial not-to-exceed contract amount may be supplemented by up to twenty-five percent (**25%**) of the original contract amount. The amendment shall be executed in accordance with Paragraph 49 Supplemental/Amendment. Work will be based on Consultant's Schedule of Prices attached to this Agreement as **Attachment 3**.
- c. Consultant shall not proceed with additional services not set forth in the scope of work or perform services outside the Contract Term without an amendment to this Agreement as set forth in Paragraph 49. Consultant will not be paid for any expenditure beyond the Contract amount stipulated without an amendment to this Agreement.
- d. No Payment for Services Provided Following Expiration/Termination of Agreement: Consultant shall have no claim against County for payment for any money or reimbursement, of any kind whatsoever, for any service provided by Consultant after the expiration or other termination of this Agreement. Should Consultant receive any such payment it shall immediately notify County and shall immediately repay all such funds to County. Payment by County for services rendered after expiration/termination of this Agreement shall not constitute a waiver of County's right to recover such payment from Consultant. This provision shall survive the expiration or other termination of this Agreement.

- e. If requested by the Consultant, the contract (hourly, daily, monthly, etc.) amount may, at the sole discretion of the County, be increased at the time of contract renewal, if exercised by the County, based on the most recently published percentage change in the U.S. Department of Labor, Bureau of Labor Statistics' Consumer Price Index (CPI) for the Los Angeles-Riverside-Orange County Area for the 12-month period preceding the contract renewal date, which shall be the effective date for any Cost of Living Adjustment (COLA). However, any increase shall not exceed the general salary movement granted to County employees as determined by the Chief Executive Officer as of each July 1 for the prior 12-month period. Furthermore, should fiscal circumstances ultimately prevent the Board from approving any increase in County employee salaries, no COLA will be granted. Upon approval of a COLA, a notification will be sent to the Consultant.
- f. Consultant will notify County when Contract amount has been incurred up to 75% of the Contract total.

4. Equipment and Supplies

Consultant agrees to furnish all necessary equipment and supplies used in the performance of the aforementioned services at Consultant's sole cost and expense.

5. County's Responsibility

County will make available drawings, specifications, and other records as available in County Department of Public Works' file. Notwithstanding the foregoing, County does not represent the accuracy of the content of said materials.

6. County's Representative

Director or Director's authorized representative, shall represent County in all matters pertaining to the services to be rendered pursuant to this Agreement.

7. Term

- a. The term of this Agreement shall be for a period of **three (3)** years commencing on the date of full execution of the contract. At the sole discretion of the County, this Agreement may be extended for **one (1)** additional one-year term, not to exceed a total contract period of **four (4)** years. No work will proceed until a Notice to Proceed is issued by the County.
- b. The Consultant shall notify Public Works when this Contract is within six (6) months from the expiration of the term as provided for hereinabove. Upon occurrence of this event, the Consultant shall send written notification to Public Works at the address herein provided in Notices Paragraph.

- c. If the County authorizes the Consultant in writing to perform services on a given project prior to the stated expiration date, but thereafter such services are not completed by the stated expiration date, then the expiration of the Agreement shall be automatically extended solely to allow for the completion of such services. County may authorize unforeseen additional services and extend the contract expiration date as necessary to complete those services when the unforeseen additional services are directly related to the initial scope of work and are necessary for the completion of a given project.

8. Assignment and Delegation

- a. Consultant shall not assign its rights or delegate its duties under the Agreement, or both, whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this paragraph, County consent shall require a written amendment to the Agreement, which is formally approved and executed by the parties. Any payments by County to any approved delegate or assignee on any claim under the Agreement shall be deductible, at County's sole discretion, against the claims which Consultant may have against County.
- b. Shareholders, partners, members, or other equity holders of Consultant may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of Consultant to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Agreement, such disposition is an assignment requiring the prior written consent of County in accordance with applicable provisions of this Agreement.
- c. Any assumption, assignment, delegation, or takeover of any of the Consultant's duties, responsibilities, obligations, or performance of same by any entity other than the Consultant, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without County's express prior written approval, shall be a material breach of the Agreement which may result in the termination of the Agreement. In the event of such termination, County shall be entitled to pursue the same remedies against Consultant as it could pursue in the event of default by Consultant.

9. Authorization Warranty

The Consultant represents and warrants that the person executing this Contract for the Consultant is an authorized agent who has actual authority to bind the Consultant to each and every term, condition, and obligation of this Contract and that all requirements of the Consultant have been fulfilled to provide such actual authority.

10. Budget Reductions

In the event that the County's Board of Supervisors adopts, in any fiscal year, a County Budget which provides for reductions in the salaries and benefits paid to the majority of County employees and imposes similar reductions with respect to County Contracts, the County reserves the right to reduce its payment obligation under this Contract correspondingly for that fiscal year and any subsequent fiscal year during the term of this Contract (including any extensions), and the services to be provided by the Consultant under this Contract shall also be reduced correspondingly. The County's notice to the Consultant regarding said reduction in payment obligation shall be provided within thirty (30) calendar days of the Board's approval of such actions. Except as set forth in the preceding sentence, the Consultant shall continue to provide all of the services set forth in this Contract.

11. Compliance with Applicable Law

- a. In the performance of this Contract, Consultant shall comply with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures, and all provisions required thereby to be included in this Contract are hereby incorporated herein by reference.
- b. Consultant shall indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs, and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting or professional fees, arising from, connected with, or related to any failure by Consultant, its officers, employees, agents, or subconsultants, to comply with any such laws, rules, regulations, ordinances, directives, guidelines, policies, or procedures, as determined by County in its sole judgment. Any legal defense pursuant to Consultant's indemnification obligations under this Paragraph shall be conducted by Consultant and performed by counsel selected by Consultant and approved by County. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost and expense, except that in the event Consultant fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and reimbursement from Consultant for all such costs and expenses incurred by County in doing so. Consultant shall not have the right to enter into any settlement, agree to any injunction or other equitable relief, or make any admission, in each case, on behalf of County without County's prior written approval.

12. Compliance with Civil Rights Laws

The Consultant hereby assures that it will comply with Subchapter VI of the Civil Rights Act of 1964, 42 USC Sections 2000 (e) (1) through 2000 (e) (17), to the end that no person shall, on the grounds of race, creed, color, sex, religion, ancestry, age, condition of physical handicap, marital status, political affiliation, or national origin, be excluded

from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract. The Consultant shall comply with Consultant's EEO Certification.

13. Compliance with Jury Service Program

This Contract is subject to provisions of the County's ordinance entitled Contractor Employee Jury Service (Jury Service Program) as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code, incorporated by reference and made a part of this Agreement.

- a. Unless Consultant, also referred herein as Contractor, has demonstrated to the County's satisfaction either that Contractor is not a Contractor as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), Consultant shall have and adhere to a written policy that provides that its Employees shall receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the Employee's regular pay the fees received for jury service.
- b. For purposes of this Section, Contractor means a person, partnership, corporation or other entity which has a Contract with the County or a subcontract with a County Contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more County Contracts or subcontracts. Employee means any California resident who is a full-time employee of Contractor. Full-time means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County, or 2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If Contractor uses any subcontractor to perform services for the County under the Contract, the subcontractor shall also be subject to the provisions of this Paragraph. The provisions of this Section shall be inserted into any such subcontract Agreement and a copy of the Jury Service Program shall be attached to the Agreement.
- c. If Consultant is not required to comply with the Jury Service Program when the Contract commences, Contractor shall have a continuing obligation to review the applicability of its exception status from the Jury Service Program, and Contractor shall immediately notify County if Contractor at any time either comes within the Jury Service Program's definition of Contractor or if Contractor no longer qualifies

for an exception to the Program. In either event, Contractor shall immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during the Agreement and at its sole discretion, that Contractor demonstrate to the County's satisfaction that Contractor either continues to remain outside the Jury Service Program's definition of Contractor and/or that Contractor continues to qualify for an exception to the Program.

- d. Contractor's violation of this Paragraph of the Agreement may constitute a material breach of the Agreement. In the event of such material breach, County may, in its sole discretion, terminate the Contractor and/or bar Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.

14. Confidentiality

Consultant shall maintain the confidentiality of all records and information, proprietary information, software codes, trade secrets, confidential information, etc., whether of County or third parties, in accordance with all applicable Federal, State, and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures relating to confidentiality, including, without limitation, County policies concerning information technology security and the protection of confidential records and information.

Consultant shall indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting, or professional fees, arising from, connected with, or related to any failure by Consultant, its officers, employees, agents, or subconsultants, to comply with this Paragraph, as determined by County in its sole judgment. Any legal defense pursuant to Consultant's indemnification obligations under this Paragraph shall be conducted by Consultant and performed by counsel selected by Consultant and approved by County. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost and expense, except that in the event Consultant fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and reimbursement from Consultant for all such costs and expenses incurred by County in doing so. Consultant shall not have the right to enter into any settlement, agree to any injunction, or make any admission, in each case, on behalf of County without County's prior written approval.

15. Conflict of Interest

No County employee in a position to influence the award of this Agreement or any competing Agreement, and no spouse or economic dependent of such employee, shall be employed in any capacity by Consultant herein, or have any other direct or indirect

financial interest in this Agreement. No officer or employee of the Consultant who may financially benefit from the performance of work hereunder shall in any way participate in the County's approval, or ongoing evaluation, of such work, or in any way attempt to unlawfully influence the County's approval or ongoing evaluation of such work.

The Consultant shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Agreement. The Consultant warrants that it is not now aware of any facts that create a conflict of interest. If the Consultant hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to the County. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances. Failure to comply with the provisions of this Paragraph shall be a material breach of this Agreement.

16. Consideration of Hiring County Employees Targeted for Layoff/or Re-Employment List

Should the Consultant require additional or replacement personnel after the effective date of this Contract to perform the services set forth herein, the Consultant shall give first consideration for such employment openings to qualified, permanent County employees who are targeted for layoff or qualified, former County employees who are on a re-employment list during the life of this Contract.

17. Consideration of Hiring GAIN/GROW Program Participants

Should the Consultant require additional or replacement personnel after the effective date of this Contract, the Consultant shall give consideration for any such employment openings to participants in the County's Department of Public Social Services Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program who meet the Consultant's minimum qualifications for the open position. For this purpose, consideration shall mean that the Consultant will interview qualified candidates. The County will refer GAIN/GROW participants by job category to the Consultant. Consultant shall report all job openings with job requirements to: GAINGROW@dpss.lacounty.gov to obtain a list of qualified GAIN/GROW job candidates.

In the event that both laid-off County employees and GAIN/GROW participants are available for hiring, County employees shall be given first priority.

18. Background and Security Investigations

- a. Each of Contractor's staff performing services under this Contract, who is in a designated sensitive position, as determined by County in County's sole discretion, shall undergo and pass a background investigation to the satisfaction of County as a condition of beginning and continuing to perform services under this Contract.

Such background investigation must be obtained through fingerprints submitted to the California Department of Justice to include State, local, and federal-level review, which may include, but shall not be limited to, criminal conviction information. The fees associated with the background investigation shall be at the expense of the Contractor, regardless of whether the member of Contractor's staff passes or fails the background investigation.

- b. If a member of Contractor's staff does not pass the background investigation, County may request that the member of Contractor's staff be removed immediately from performing services under the Contract. Contractor shall comply with County's request at any time during the term of the Contract. County will not provide to Contractor or to Contractor's staff any information obtained through the County's background investigation.
- c. County, in its sole discretion, may immediately deny or terminate facility access to any member of Contractor's staff that does not pass such investigation to the satisfaction of the County or whose background or conduct is incompatible with County facility access.
- d. Disqualification of any member of Contractor's staff pursuant to this Paragraph shall not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Contract.

19. Consultant Responsibility and Debarment

- a. A responsible Consultant is a Contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity, and experience to satisfactorily perform the Contract. It is the County's policy to conduct business only with responsible Contractors.
- b. The Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the County acquires information concerning the performance of the Contractor on this or other Contracts which indicates that the Contractor is not responsible, the County may, in addition to other remedies provided in the Contract, debar the Contractor from bidding or proposing on, or being awarded, and/or performing work on County Contracts for a specified period of time, which generally will not exceed five years but may exceed five years or be permanent if warranted by the circumstances, and terminate any or all existing Contracts the Contractor may have with the County.
- c. The County may debar a Contractor if the Board of Supervisors finds, in its discretion, that the Contractor has done any of the following: (1) violated a term of a Contract with the County or a nonprofit corporation created by the County; (2) committed an act or omission which negatively reflects on the Contractor's quality, fitness or capacity to perform a Contract with the County, any other public entity, or a nonprofit corporation created by the County, or engaged in a pattern or practice

which negatively reflects on same; (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the County or any other public entity.

- d. If there is evidence that the Contractor may be subject to debarment, the Department will notify the Contractor in writing of the evidence which is the basis for the proposed debarment and will advise the Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.
- e. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the Contractor should be debarred, and, if so, the appropriate length of time of the debarment. The Contractor and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.
- f. After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny or adopt the proposed decision and recommendation of the Hearing Board.
- g. If the Contractor has been debarred for a period longer than five years, that Contractor may, after the debarment has been in effect for at least five years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the Contractor has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of the County.
- h. The Contractor Hearing Board will consider a request for review of a debarment determination only where (1) the Contractor has been debarred for a period longer than five years; (2) the debarment has been in effect for at least five years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.

The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

i. These terms shall also apply to subcontractors of County Contractors.

20. Consultant's Acknowledgement of County's Commitment to the Safely Surrendered Baby Law and Notice to Employees Regarding the Safely Surrendered Baby Law

The Consultant acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The Consultant understands that it is the County's policy to encourage all County Consultants to voluntarily post the County's "Safely Surrendered Baby Law" poster in a prominent position at the Consultant's place of business. The Consultant will also encourage its Subconsultants, if any, to post this poster in a prominent position in the Subconsultant's place of business. The County's Department of Children and Family Services will supply the Consultant with the poster to be used. Information on how to receive the poster can be found on the Internet at www.babysafela.org.

The Consultant shall notify and provide to its employees, and shall require each Subconsultant to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is available on the Internet at www.babysafela.org for printing purposes.

21. Contractor's Warranty of Adherence to County's Child Support Compliance Program

Contractor acknowledges that County has established a goal of ensuring that all individuals who benefit financially from County through Contract are in compliance with their court-ordered child, family, and spousal support obligations in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.

As required by County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting Contractor's duty under this Contract to comply with all applicable provisions of law, Contractor warrants that it is now in compliance and shall during the term of this Contract maintain compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or District Attorney Notices of Wage and Earnings Assignment for Child or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

Failure of Contractor to maintain compliance with these requirements shall constitute a default by Contractor under this Contract.

22. County's Quality Assurance Plan

County, or its agent, will evaluate Consultant's performance under this Agreement on not less than an annual basis. Such evaluation will include assessing Consultant's compliance with all Contract terms and performance standards. Consultant deficiencies which County determines are severe or continuing, and that may place performance of the Agreement in jeopardy if not corrected, will be reported to the Board of Supervisors. The report will include improvement/corrective action measures taken by County and Consultant. If improvement does not occur consistent with the corrective action measures, County may terminate this Agreement or impose other penalties as specified in this Agreement.

23. County Rights

The County may employ, either during or after performance of this Contract, any right of recovery the County may have against the Consultant by any means it deems appropriate including, but not limited to, set-off, action at law or in equity, withholding, recoupment, or counterclaim. The rights and remedies of the County under this Contract are in addition to any right or remedy provided by California law.

24. Damage to County Facilities, Buildings Grounds

- a. When applicable, the Consultant shall repair, or cause to be repaired, at its own cost, any and all damage to County facilities, buildings, or grounds caused by the Consultant or employees or agents of the Consultant. Such repairs shall be made immediately after the Consultant has become aware of such damage, but in no event later than thirty (30) days after the occurrence.
- b. If the Consultant fails to make timely repairs, County may make any necessary repairs. All costs incurred by County, as determined by County, for such repairs shall be repaid by the Consultant by cash payment upon demand.

25. Employment Eligibility Verification

Consultant warrants that it fully complies with all Federal statutes and regulations regarding employment of aliens and others, and that all its employees performing services hereunder meet the citizenship or alien status requirements contained in Federal statutes and regulations. Consultant shall obtain, from all covered employees performing services hereunder, all verifications and other documentation of employment eligibility status required by Federal statutes and regulations as they currently exist and as they may be hereafter amended. Consultant shall retain such

documentation for all covered employees for the period prescribed by law. Consultant shall indemnify, defend, and hold harmless County, its officers, and employees from employer sanctions and any other liability which may be assessed against Consultant or County in connection with any alleged violation of Federal statutes or regulations pertaining to the eligibility for employment of persons performing services under this Agreement.

26. Facsimile/Electronic Representations

The County and the Consultant hereby agree to regard facsimile/electronic representations of original signatures of authorized officers of each party, when appearing in appropriate places on the amendments prepared, and received via communications facilities, as legally sufficient evidence that such original signatures have been affixed to amendments to this Contract, such that the parties need not follow up facsimile/electronic transmissions of such documents with subsequent (non-facsimile/electronic) transmission of "original" versions of such documents.

27. Fair Labor Standards

Consultant shall comply with all applicable provisions of the Federal Fair Labor Standards Act, and shall indemnify, defend, and hold harmless County, its agents, officers, and employees from any and all liability including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs, and attorneys' fees arising under any wage and hour law including, but not limited to, the Federal Fair Labor Standards Act for services performed by Consultant's employees for which County may be found jointly or solely liable.

28. Force Majeure

- a. Neither party shall be liable for such party's failure to perform its obligations under and in accordance with this Contract, if such failure arises out of fires, floods, epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by such party or any of such party's subconsultants), freight embargoes, or other similar events to those described above, but in every such case the failure to perform must be totally beyond the control and without any fault or negligence of such party (such events are referred to in this Paragraph as "force majeure events").
- b. Notwithstanding the foregoing, a default by a subconsultant of Consultant shall not constitute a force majeure event, unless such default arises out of causes beyond the control of both Consultant and such subconsultant, and without any fault or negligence of either of them. In such case, Consultant shall not be liable for failure to perform, unless the goods or services to be furnished by the subconsultant were obtainable from other sources in sufficient time to permit Consultant to meet the required performance schedule. As used in this sub-paragraph, the term "subconsultant" and "subconsultants" mean subconsultants at any tier.

- c. In the event Consultant's failure to perform arises out of a force majeure event, Consultant agrees to use commercially reasonable best efforts to obtain goods or services from other sources, if applicable, and to otherwise mitigate the damages and reduce the delay caused by such force majeure event.

29. Governing Law, Jurisdiction, and Venue

This Contract shall be governed by, and construed in accordance with, the laws of the State of California. The Consultant agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Contract and further agrees and consents that venue of any action brought hereunder shall be exclusively in the County of Los Angeles.

30. Independent Consultant Status

This Agreement is by and between County of Los Angeles and Consultant and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between County and Consultant. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.

The Consultant shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Contract all compensation and benefits. The County shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, Federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of the Consultant. Consultant understands and agrees that all persons furnishing services to County pursuant to this Agreement are, for purposes of Workers' Compensation liability, employees solely of Consultant and not of County.

Consultant shall bear the sole responsibility and liability for furnishing workers' compensation benefits to any person for injuries arising from, or connected with, services performed on behalf of Consultant pursuant to this Agreement.

31. Indemnification and Insurance

The Indemnification and Insurance Provisions are set forth in Attachment 2 of this Agreement.

32. Liquidated Damages

- a. If, in the judgment of the Director, or his/her designee, the Consultant is deemed to be non-compliant with the terms and obligations assumed hereby, the Director, or his/her designee, at his/her option, in addition to, or in lieu of, other remedies

provided herein, may withhold the entire monthly payment or deduct pro rata from the Consultant's invoice for work not performed. A description of the work not performed and the amount to be withheld or deducted from payments to the Consultant from the County, will be forwarded to the Consultant by the Director, or his/her designee, in a written notice describing the reasons for said action.

- b. If the Director or his/her designee, determines that there are deficiencies in the performance of this Contract that the Director, or his/her designee, deems are correctable by the Consultant over a certain time span, the Director, or his/her designee, will provide a written notice to the Consultant to correct the deficiency within specified time frames. Should the Consultant fail to correct deficiencies within said time frame, the Director, or his/her designee, may: (a) Deduct from the Consultant's payment, pro rata, those applicable portions of the Monthly Contract Sum; and/or (b) Deduct liquidated damages. The parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of the Consultant to correct a deficiency within the specified time frame. The parties hereby agree that under the such circumstances a reasonable estimate of the minimum value of the costs of such damages per infraction is Five Hundred Dollars (\$500) per day, plus any regulatory fines imposed on the County resulting from the deficiencies, and that the Consultant shall be liable to the County for liquidated damages in said amount. Said amount shall be deducted from the County's payment to the Consultant; and/or (c) Upon giving five (5) days' notice to the Consultant for failure to correct the deficiencies, the County may correct any and all deficiencies and the total costs incurred by the County for completion of the work by an alternate source, whether it be County forces or separate private Consultant, will be deducted and forfeited from the payment to the Consultant from the County, as determined by the County.
- c. The action noted in this Paragraph shall not be construed as a penalty, but as adjustment of payment to the Consultant to recover the County cost due to the failure of the Consultant to complete or comply with the provisions of this Contract.
- d. This Paragraph shall not, in any manner, restrict or limit the County's right to damages for any breach of this Contract provided by law or as specified in Paragraph b above, and shall not, in any manner, restrict or limit the County's right to terminate this Contract as agreed to herein.

33. Most Favored Public Entity

If the Consultant's prices decline, or should the Consultant at any time during the term of this Contract provide the same goods or services under similar quantity and delivery conditions to the State of California or any county, municipality, or district of the State at prices below those set forth in this Contract, then such lower prices shall be immediately extended to the County.

34. Nondiscrimination and Affirmative Action

- a. The Consultant certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and shall be treated equally without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations.
- b. The Consultant shall certify to, and comply with, the provisions of Consultant's EEO Certification.
- c. The Consultant shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations. Such action shall include, but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
- d. The Consultant certifies and agrees that it will deal with its subconsultants, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation.
- e. The Consultant certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable Federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract.
- f. The Consultant shall allow County representatives access to the Consultant's employment records during regular business hours to verify compliance with the provisions of this Paragraph when so requested by the County.
- g. If the County finds that any provisions of this Paragraph have been violated, such violation shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract. While the County reserves the right to determine independently that the anti-discrimination provisions of this Contract have been violated, in addition, a determination by the California Fair Employment and Housing Commission or the Federal Equal Employment Opportunity Commission that the Consultant has violated Federal or State anti-discrimination laws or regulations shall constitute a finding by the County that the Consultant has violated the anti-discrimination provisions of this Contract.

- h. The parties agree that in the event the Consultant violates any of the anti-discrimination provisions of this Contract, the County shall, at its sole option, be entitled to the sum of Five Hundred Dollars (\$500) for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Contract.

35. Non-Exclusivity

Nothing herein is intended nor shall be construed as creating any exclusive arrangement with the Consultant. This Contract shall not restrict Department from acquiring similar, equal or like goods and/or services from other entities or sources.

36. Notice of Delays

Except as otherwise provided under this Contract, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Contract, that party shall, within one (1) business day, give notice thereof, including all relevant information with respect thereto, to the other party.

37. Notice of Disputes

The Consultant shall bring to the attention of the County's Project Manager and/or County's Project Manager's Supervisor any dispute between the County and the Consultant regarding the performance of services as stated in this Contract. If the County's Project Manager or County's Project Manager's Supervisor is not able to resolve the dispute, the Director of Public Works or his/her designee shall resolve it.

38. Notice to Employees Regarding the Federal Earned Income Credit

Consultant shall notify its employees, and shall require each subconsultant to notify its employees, that they may be eligible for the Federal Earned Income Credit under the Federal income tax laws. Such notice shall be provided in accordance with the requirement set forth in Internal Revenue Service Notice 1015.

39. Contractor CARD Track/Monitoring Database

The County maintains databases that track/monitor contractor performance history. Information entered into such databases may be used for a variety of purposes, including determining whether the County will exercise a contract term extension option.

40. Notices

Any notice required or desired to be given pursuant to this Agreement shall be given in writing and addressed as follows:

COUNTY

Department of Public Works
Business Relations and Contracts Division
900 South Fremont Avenue, 8th Floor
Alhambra, CA 91803
(626) 300-2346

CONSULTANT

Environmental Planning
Development Solutions, Inc.
2030 Main Street, Suite 1200
Irvine, CA 92614
(949) 794-1182

The address for notice may be changed by giving notice pursuant to this paragraph.

41. Ownership of County Materials

- a. Consultant and County agree that all materials, including but not limited to, designs, specifications, techniques, plans, reports, deliverables, data, photographs, diagrams, maps, images, graphics, text, videos, advertising, software, source codes, website plans and designs, interactive media, drafts, working papers, outlines, sketches, summaries, edited and/or unedited versions of deliverables, and any other materials or information developed under this Agreement and any and all Intellectual Property rights to these materials, including any copyrights, trademarks, service marks, trade secrets, trade names, unpatented inventions, patent applications, patents, design rights, domain name rights, know-how, and any other proprietary rights and derivatives thereof, are and/or shall be the sole property of County (hereafter collectively, "County Materials"). Consultant hereby assigns and transfers to County all Consultant's right, title and interest in and to all such County Materials developed under this Agreement.

Notwithstanding such County ownership in the County Materials, Consultant may retain possession of working papers and materials prepared by Consultant under this Contract. During and for a minimum of five years subsequent to the term of this Contract, County shall have the right to inspect any and all such working papers and materials, make copies thereof and use the working papers and materials and the information contained therein.

- b. Consultant shall execute all documents requested by County and shall perform all other acts requested by County to assign and transfer to, and vest in County, all Consultant's right, title and interest in and to the County Materials, including, but not limited to, any and all copyrights, trademarks, service marks, trade names, unpatented inventions, patent applications, patents, design rights, domain name rights, know-how, and any other proprietary rights and derivatives thereof resulting from this Contract. County shall have the right to register all applicable copyrights, trademarks and patents in the name of the County of Los Angeles. Further, County shall have the right to assign, license, or otherwise transfer any and all County's rights, title and interest, including, but not limited to copyrights, trademarks, and

patents, in and to the County Materials.

- c. Consultant represents and warrants that the County Materials prepared herein under this Agreement, are the original work of Consultant and do not infringe upon any Intellectual Property or proprietary rights of third parties. For those portions of the County Materials that are not the original work of Consultant, Consultant represents and warrants that it has secured all appropriate licenses, rights, and/or permission from appropriate third parties to include such materials in the County Materials.

Consultant shall defend, indemnify and hold County harmless against any claims by third parties based on infringement of copyright, patent, trade secret, trademark, or any other claimed Intellectual Property or proprietary right, arising from County's use of County Materials created and/or prepared by Consultant. Consultant will also indemnify and defend at its sole expense, any action brought against County based on a claim that County Materials furnished hereunder by Consultant and used within the scope of this Agreement infringe any copyright, patent, trade secret, trademark, or any other claimed intellectual property or proprietary right of third parties, and Consultant will pay any costs, damages and attorney's fees incurred by County. County will notify Consultant promptly and in writing of any such action or claim and will permit Consultant to fully participate in the defense thereof.

- d. Consultant shall affix the following notice to all County Materials: "© Copyright 2015 (or such other appropriate date of first publication), County of Los Angeles. All Rights Reserved." Consultant shall affix such notice on the title page of all images, photographs, documents and writings, and otherwise as County may direct.
- e. County shall also have the sole right to control the preparation, modification, and revisions to, all acknowledgment and/or attribution language for all County Materials resulting from this Agreement. County will however, honor requests by Consultant seeking removal of all acknowledgment and/or attribution language relating to the Consultant, should Consultant no longer wish to receive attribution for its work on the County Materials.
- f. If directed to do so by County, Consultant will place the County name and County logo on County Materials developed under this Agreement. Consultant may not, however, use the County name and County logo on any other materials prepared or developed by Consultant that falls outside the scope of this Agreement.

42. Prohibition Against Inducement or Persuasion

Notwithstanding the above, the Consultant and the County agree that, during the term of this Contract and for a period of one year thereafter, neither party shall in any way

intentionally induce or persuade any employee of one party to become an employee or agent of the other party. No bar exists against any hiring action initiated through a public announcement.

43. Prohibition from Participation in Future Solicitation(s)

Neither Consultant nor any subsidiary of or subcontractor to Consultant shall participate in any way in any future solicitation conducted by County that includes or is based upon any solicitation document that is developed as a result of the services rendered by Consultant under this Agreement. As this prohibition applies to subcontractors of the Consultant, Consultant shall notify any subcontractors providing services under this Agreement of this prohibition before they commence work under this Agreement. Any response to a solicitation submitted by Consultant or by any subsidiary of or subcontractor to Consultant in violation of this provision shall be rejected by County. This provision shall survive the expiration or other termination of this Agreement.

44. Public Records Act

- a. Any documents submitted by the Consultant; all information obtained in connection with the County's right to audit and inspect the Consultant's documents, books, and accounting records pursuant to Record Retention and Inspection/Audit Settlement Paragraph of this Contract; as well as those documents which were required to be submitted in response to the Request for Proposals (RFP) used in the solicitation process for this Contract, become the exclusive property of the County. All such documents become a matter of public record and shall be regarded as public records. Exceptions will be those elements in the California Government Code Section 6250 et seq. (Public Records Act) and which are marked "trade secret," "confidential," or "proprietary." The County shall not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.
- b. In the event the County is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of a proposal marked "trade secret," "confidential," or "proprietary," the Consultant agrees to defend and indemnify the County from all costs and expenses, including reasonable attorney's fees, in action or liability arising under the Public Records Act.

45. Publicity

- a. The Consultant shall not disclose any details in connection with this Contract to any person or entity except as may be otherwise provided hereunder or required by law. However, in recognizing the Consultant's need to identify its services and related clients to sustain itself, the County shall not inhibit the Consultant from publishing its role under this Contract within the following conditions:

- i. The Consultant shall develop all publicity material in a professional manner; and
 - ii. During the term of this Contract, the Consultant shall not, and shall not authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of the County without the prior written consent of the Director of Public Works or his/her designee. The County shall not unreasonably withhold written consent.
- b. The Consultant may, without the prior written consent of County, indicate in its proposals and sales materials that it has been awarded this Contract with the County of Los Angeles, provided that the requirements of this Paragraph shall apply.

46. Record Retention and Inspection/Audit Settlement

The Consultant shall maintain accurate and complete financial records of its activities and operations relating to this Contract in accordance with generally accepted accounting principles. The Consultant shall also maintain accurate and complete employment and other records relating to its performance of this Contract. The Consultant agrees that the County, or its authorized representatives, shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or record relating to this Contract. All such material, including, but not limited to, all financial records, bank statements, cancelled checks or other proof of payment, timecards, sign-in/sign-out sheets and other time and employment records, and proprietary data and information, shall be kept and maintained by the Consultant and shall be made available to the County during the term of this Contract and for a period of five (5) years thereafter unless the County's written permission is given to dispose of any such material prior to such time. All such material shall be maintained by the Consultant at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at the County's option, the Consultant shall pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such material at such other location.

- a. In the event that an audit of the Consultant is conducted specifically regarding this Contract by any Federal or State auditor, or by any auditor or accountant employed by the Consultant or otherwise, then the Consultant shall file a copy of such audit report with the County's Auditor-Controller within thirty (30) days of the Consultant's receipt thereof, unless otherwise provided by applicable Federal or State law or under this Contract. Subject to applicable law, the County shall make a reasonable effort to maintain the confidentiality of such audit report(s).
- b. Failure on the part of the Consultant to comply with any of the provisions of this Paragraph shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract.

- c. If, at any time during the term of this Contract or within five (5) years after the expiration or termination of this Contract, representatives of the County conduct an audit of the Consultant regarding the work performed under this Contract, and if such audit finds that the County's dollar liability for any such work is less than payments made by the County to the Consultant, then the difference shall be either: a) repaid by the Consultant to the County by cash payment upon demand or b) at the sole option of the County's Auditor-Controller, deducted from any amounts due to the Consultant from the County, whether under this Contract or otherwise. If such audit finds that the County's dollar liability for such work is more than the payments made by the County to the Consultant, then the difference shall be paid to the Consultant by the County by cash payment, provided that in no event shall the County's maximum obligation for this Contract exceed the funds appropriated by the County for the purpose of this Contract.

47. Recycled Bond Paper

Consistent with the Board of Supervisors' policy to reduce the amount of solid waste deposited at the County landfills, the Consultant agrees to use recycled-content paper to the maximum extent possible on this Contract.

48. Subcontracting

- a. The requirements of this Contract may not be subcontracted by the Consultant without the advance approval of the County. Subconsultants listed in the Consultant's Proposals are approved by County, unless otherwise indicated by County. Any attempt by the Consultant to subcontract without the prior consent of the County may be deemed a material breach of this Contract.
- b. If the Consultant desires to subcontract, the Consultant shall provide the following information promptly at the County's request.
 - A description of the work to be performed by the Subconsultant;
 - A draft copy of the proposed subcontract; and
 - Other pertinent information and/or certifications requested by the County.
- c. The Consultant shall indemnify and hold the County harmless with respect to the activities of each and every Subconsultant in the same manner and to the same degree as if such Subconsultant(s) were the Consultant employees.
- d. The County does not have contractual privity with the subconsultant. The Consultant shall remain fully responsible for all performances required of it under this Contract, including those that the Consultant has determined to subcontract. Consultant shall remain fully responsible for services rendered by any subconsultant pursuant to a subcontract between the Consultant and subconsultant.

- e. The Consultant shall be solely liable and responsible for all payments or other compensation to all Subconsultants and their officers, employees, agents, and successors in interest arising through services performed hereunder, notwithstanding the County's consent to subcontract.
- f. The Consultant shall obtain certificates of insurance, which establish that the Subconsultant maintains all the programs of insurance required by the County from each approved Subconsultant. The Consultant shall ensure delivery of all such documents to:

Department of Public Works
Business Relations and Contracts Division
Contracts & Operations, 8th Floor
900 South Fremont Avenue
Alhambra, CA 91803
(626) 300-2346

before any Subconsultant employee may perform any work hereunder.

49. Supplemental/Amendment

- a. For any change which affects the scope of work, Term, Contract Sum, payments, or any term or condition included under this Contract, a Supplement or an Amendment shall be prepared and executed by the Consultant and by Director.
- b. The County's Board of Supervisors or Chief Executive Officer or designee may require the addition and/or change of certain terms and conditions in the Contract during the term of this Contract. The County reserves the right to add and/or change such provisions as required by the County's Board of Supervisors or Chief Executive Officer. To implement such changes, a Supplement or an Amendment to the Contract shall be prepared and executed by the Consultant and by the Director.
- c. The County, at its sole discretion, may authorize extensions of time as defined in Paragraph 7, Term. The Consultant agrees that such extensions of time shall not change any other term or condition of this Contract during the period of such extensions. To implement an extension of time, a Notice to the Consultant will be prepared by County unless the term extension is applied automatically in accordance with Paragraph 7.c.

50. Termination for Breach of Warranty to Maintain Compliance with County's Child Support Compliance Program

Failure of the Contractor to maintain compliance with the requirements set forth in Contractor's Warranty of Adherence to County's Child Support Compliance Program Paragraph, shall constitute default under this Contract. Without limiting the rights and remedies available to the County under any other provision of this Contract, failure of the Contractor to cure such default within ninety (90) calendar days of written notice shall be

grounds upon which the County may terminate this Contract pursuant to Termination for Default and pursue debarment of the Contractor, pursuant to County Code Chapter 2.202.

51. Termination for Breach of Warranty to Maintain Compliance with County's Defaulted Property Tax Reduction Program.

Failure of Contractor to maintain compliance with the requirements set forth in "Contractor's Warranty of Compliance with County's Defaulted Property Tax Reduction Program" shall constitute default under this contract. Without limiting the rights and remedies available to County under any other provision of this contract, failure of Contractor to cure such default within 10 days of notice shall be grounds upon which County may terminate this contract and/or pursue debarment of Contractor, pursuant to County Code Chapter 2.206.

52. Termination for Convenience

- a. This Contract may be terminated, in whole or in part, when such action is deemed by the County, in its sole discretion, to be in its best interest. Termination of work hereunder shall be effected by notice of termination to the Consultant specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective shall be no less than three (3) days after the notice is sent.
- b. After receipt of a notice of termination and except as otherwise directed by the County, the Consultant shall 1) stop work under this Contract on the date and to the extent specified in such notice, and 2) complete performance of such part of the work as shall not have been terminated by such notice.
- c. All material including books, records, documents, or other evidence bearing on the costs and expenses of the Consultant under this Contract shall be maintained by the Consultant in accordance with Record Retention and Inspection/Audit Settlement Paragraph.
- d. County shall not incur any liability to Consultant, other than payment for work already performed, up to the date of termination.

53. Termination for Default

- a. The County may, by written notice to the Consultant, terminate the whole or any part of this Contract, if, in the judgment of the Director or Public Works or his/her designee:
 - Consultant has materially breached this Contract; or
 - Consultant fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required either under this Contract; or
 - Consultant fails to demonstrate a high probability of timely fulfillment of

performance requirements under this Contract, or of any obligations of this Contract and in either case, fails to demonstrate convincing progress toward a cure within five (5) working days (or such longer period as the County may authorize in writing) after receipt of written notice from the County specifying such failure.

- b. In the event that the County terminates this Contract in whole or in part as provided in this Paragraph, the County may procure, upon such terms and in such manner as the County may deem appropriate, goods and services similar to those so terminated. The Consultant shall be liable to the County for any and all excess costs incurred by the County, as determined by the County, for such similar goods and services. The Consultant shall continue the performance of this Contract to the extent not terminated under the provisions of this sub-paragraph.
- c. Except with respect to defaults of any Subconsultant, the Consultant shall not be liable for any such excess costs of the type identified in above sub-paragraph if its failure to perform this Contract arises out of causes beyond the control and without the fault or negligence of the Consultant. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of the County in either its sovereign or contractual capacity, acts of Federal or State governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the Consultant. If the failure to perform is caused by the default of a Subconsultant, and if such default arises out of causes beyond the control of both the Consultant and Subconsultant, and without the fault or negligence of either of them, the Consultant shall not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the Subconsultant were obtainable from other sources in sufficient time to permit the Consultant to meet the required performance schedule. As used in this Paragraph, the term "Subconsultant(s)" means Subconsultant(s) at any tier.
- d. If, after the County has given notice of termination under the provisions of this Paragraph, it is determined by the County that the Consultant was not in default under the provisions of this Paragraph, or that the default was excusable under the provisions of Paragraph, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Termination for Convenience Paragraph.
- e. The rights and remedies of the County provided in this Paragraph shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

54. Termination for Improper Consideration

County may, by written notice to Consultant, immediately terminate the right of Consultant to proceed under this Agreement if it is found that consideration, in any

form, was offered or given by Consultant, either directly or through an intermediary, to any County officer, employee, or agent with the intent of securing the Agreement or securing favorable treatment with respect to the award, amendment, or extension of the Agreement or the making of any determinations with respect to Consultant's performance pursuant to the agreement. In the event of such termination, County shall be entitled to pursue the same remedies against Consultant as it could pursue in the event of default by Consultant.

Consultant shall immediately report any attempt by a County officer or employee to solicit such improper consideration. The report shall be made either to County manager charged with the supervision of the employee or to County Auditor-Controller's Employee Fraud Hotline at (213) 974-0914 or (800) 544-6861.

Among other items, such improper consideration may take the form of cash, discounts, service, the provision of travel or entertainment, or tangible gifts.

55. Termination for Insolvency

- a. The County may terminate this Contract forthwith in the event of the occurrence of any of the following: 1) Insolvency of the Consultant. The Consultant shall be deemed to be insolvent if it has ceased to pay its debts for at least sixty (60) days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code and whether or not the Consultant is insolvent within the meaning of the Federal Bankruptcy Code; 2) The filing of a voluntary or involuntary petition regarding the Consultant under the Federal Bankruptcy Code; 3) The appointment of a Receiver or Trustee for the Consultant; or 4) The execution by the Consultant of a general assignment for the benefit of creditors.
- b. The rights and remedies of the County provided in this Paragraph shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

56. Termination for Non-Adherence of County Lobbyist Ordinance

The Contractor, and each County Lobbyist or County Lobbying firm as defined in County Code Section 2.160.010 retained by the Contractor, shall fully comply with the County's Lobbyist Ordinance, County Code Chapter 2.160. Failure on the part of the Contractor or any County Lobbyist or County Lobbying firm retained by the Contractor to fully comply with the County's Lobbyist Ordinance shall constitute a material breach of this Contract, upon which the County may in its sole discretion, immediately terminate or suspend this Contract.

57. Termination for Non-Appropriation of Funds

Notwithstanding any other provision of this Contract, the County shall not be obligated for the Consultant's performance hereunder or by any provision of this Contract during any of the County's future fiscal years unless and until the County's Board of Supervisors appropriates funds for this Contract in the County's Budget for each such future fiscal year. In the event that funds are not appropriated for this Contract, then this Contract shall terminate as of June 30 of the last fiscal year for which funds were appropriated. The County shall notify the Consultant in writing of any such non-allocation of funds at the earliest possible date.

58. Time Off for Voting

The Consultant shall notify its employees, and shall require each subconsultant to notify and provide to its employees, information regarding the time off for voting law (Elections Code Section 14000). Not less than 10 days before every statewide election, every Consultant and subconsultants shall keep posted conspicuously at the place of work, if practicable, or elsewhere where it can be seen as employees come or go to their place of work, a notice setting forth the provisions of Section 14000.

59. Warranty of Compliance with County's Defaulted Property Tax Reduction Program

Contractor acknowledges that County has established a goal of ensuring that all individuals and businesses that benefit financially from County through contract are current in paying their property tax obligations (secured and unsecured roll) in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.

Unless Contractor qualifies for an exemption or exclusion, Contractor warrants and certifies that to the best of its knowledge it is now in compliance, and during the term of this contract will maintain compliance, with Los Angeles County Code Chapter. 2.206.

60. Validity

If any provision of this Contract or the application thereof to any person or circumstance is held invalid, the remainder of this Contract and the application of such provision to other persons or circumstances shall not be affected thereby.

61. Waiver

No waiver by the County of any breach of any provision of this Contract shall constitute a waiver of any other breach or of such provision. Failure of the County to enforce at any time, or from time to time, any provision of this Contract shall not be construed as a waiver thereof. The rights and remedies set forth in this Paragraph shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

62. Warranty Against Contingent Fees

- a. The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon any Contract or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business.
- b. For breach of this warranty, the County shall have the right to terminate this Contract and, at its sole discretion, deduct from the Contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

63. Prevailing Wage Requirements

This work includes prevailing wage and non-prevailing wage work.

a. Prevailing Wages

When applicable, the services provided in this Contract constitute "public works" as defined in California Labor Code 1720, and are therefore subject to payment of prevailing wages, compliance monitoring and enforcement by the Department of Industrial Relations (DIR).

The Director of the DIR has established the general prevailing rate of per diem wages for each craft, classification, type of worker, or mechanic needed to execute public works and improvements. The current general prevailing wage rate determinations are available at www.dir.ca.gov/dlsr/pwd/index.htm. The Contractor is required to pay its agents and employees the applicable, current prevailing wage rate and is responsible for selecting the classification of workers required to perform this service.

The Contractor agrees to comply with the provisions of Section 1775 of the California Labor Code relating to the payment of prevailing wages, the utilization of apprentices in accordance to LC 1777.5, and the assessment of penalties determined by the California Labor Commissioner. Pursuant to Section 1773.2 of the California Labor Code, copies of the prevailing rate of per diem wages are on file at the County Department of Public Works, Construction Division, and will be made available for inspection by request to the Contract Administrator. Future effective wage rates will be on file with the Department of Industrial Relations. The new wage rates shall become effective on the day following the expiration date of the current determinations and apply to the Contract in the same manner as if they had been included or referenced in the Contract.

b. Work Records

The Contractor shall comply with the requirements of Section 1812 of the Labor Code. The Contractor shall maintain an accurate written record of all employees working on the project each calendar day. The record shall include each employee's name, Social Security number, job classification, and the actual number of hours worked.

c. Posting of Notices

The Contractor shall comply with the provisions of Section 1773.2 of the Labor Code. The Contractor shall post a copy of the prevailing wage rates at the worksite and comply with applicable law including posting of jobsite notices required by 8 California Code Reg. §16451(d):

"This public works project is subject to monitoring and investigative activities by the Compliance Monitoring Unit (CMU) of the Division of Labor Standards Enforcement, Department of Industrial Relations, State of California. This Notice is intended to provide information to all workers employed in the execution of the Contract for public work and to all contractors and other persons having access to the jobsite to enable the CMU to ensure compliance with and enforcement of prevailing wage laws on public works projects.

The prevailing wage laws require that all workers be paid at least the minimum hourly wage as determined by the Director of Industrial Relations for the specific classification (or type of work) performed by workers on the project. These rates are listed on a separate jobsite posting of minimum prevailing rates required to be maintained by the public entity, which awarded the public works Contract. Complaints concerning nonpayment of the required minimum wage rates to workers on this project may be filed with the CMU at any office of the Division of Labor Standards Enforcement (DLSE).

Local Office Telephone Number:

*Division of Labor Standards Enforcement Office
320 West Fourth Street, Suite 450
Los Angeles, CA 90013
(213) 620-6330*

Complaints should be filed in writing immediately upon discovery of any violations of the prevailing wage laws due to the short period of time following the completion of the project that the CMU may take legal action against those responsible.

Complaints should contain details about the violations alleged (for example, wrong rate paid, not all hours paid, overtime rate not paid for hours worked in excess of 8 hours per day or 40 hours per week, etc.) as well as the name of the employer, the public entity which awarded the public works Contract, and the location and name of

the project.

For general information concerning the prevailing wage laws and how to file a complaint concerning any violation of these prevailing wage laws, you may contact any DLSE office. Complaint forms are also available at the Department of Industrial Relations website found at <http://www.dir.ca.gov/Public-Works/PublicWorks.html>."

d. Certified Payroll Records

The Contractor shall comply with the requirements of Section 1776 of the Labor Code. Contractor and Subcontractors, if any, must furnish certified payroll records directly to the Labor Commissioner (aka Division of Labor Standards Enforcement) in a format prescribed by the Labor Commissioner.

- e. When requested by the County, electronic certified payroll records must be submitted to the County, through an online system designated by the County.

64. Mental Health Services for Critical Incidents

In the event of a serious accident on the Project site, the Los Angeles County Department of Mental Health (DMH) will, if requested, respond. The response may be within a few hours or as long as a few days after the incident, depending on when the request was made. The services DMH will provide include crisis intervention, normalization of the stress response that survivors may be experiencing, stress management techniques and resources if the stress reactions increase in frequency or intensity. Requests for services may be made by calling the DMH Emergency Outreach Bureau Deputy Director, (213) 738-4924, during normal business hours or the ACCESS Center, (800) 854-7771, evenings, holidays, and weekends.

65. Local Small Business Enterprise/Social Enterprise/Disabled Veterans Business Enterprise Utilization:

When requested by the County, the Consultant shall provide to the County via methods specified by the County, such as submission of electronic live (or dynamic) data on invoices for the prime and all subcontractors using County-designated third party software system or to a County approved website, or other means of submitting expenditure information on subconsultants, including but not limited to the following information: the name, business address and telephone number/email address of each subconsultant.

In addition, the Consultant shall be required to provide each of the specified subconsultant's Local Small Business Enterprise (LSBE), (i.e., whether any of the listed subcontractors are Local SBE's), Social Enterprise (SE) status, and Disabled Veterans Business Enterprise (DVBE) status, and the proposed monetary amount of the work the subconsultant will perform on each Notice to Proceed. At the time of submittal of each invoice, the consultant shall indicate, via methods specified by the County, the actual dollar amounts paid to each listed subconsultant who performed work on the project.

The subconsultant may be requested to confirm receipt of the actual payment to the subconsultant by the prime.

The parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure to the Contractor to comply with this Article. The parties will agree that under the current circumstances a reasonable estimate of such damages is specified in this Consultant Services Agreement, Paragraph 32, Liquidated Damages, and that the Consultant shall be liable to the County for said amount.

If in the judgment of the Director, or his/her designee, the Consultant is deemed to be in non-compliance with the terms and obligations, the Director or his/her designee, at his/her option, in addition to, or in lieu of, other remedies provided in the Consultant Services Agreement, may deduct and withhold liquidated damages from County's final payment to the Consultant.

66. Compliance with County's Zero Tolerance Human Trafficking

Contractor acknowledges that the County has established a Zero Tolerance Human Trafficking Policy prohibiting contractors from engaging in human trafficking.

If a Contractor or member of Contractor's staff is convicted of a human trafficking offense, the County shall require that the Contractor or member of Contractor's staff be removed immediately from performing services under the Contract. County will not be under any obligation to disclose confidential information regarding the offenses other than those required by law.

Disqualification of any member of Contractor's staff pursuant to this paragraph shall not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Contract.

67. Entire Agreement

This Contract constitutes the entire Agreement between County and Consultant and may be modified only by further written Agreement between the parties hereto.

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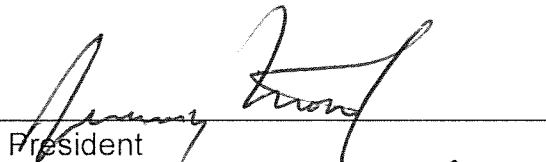
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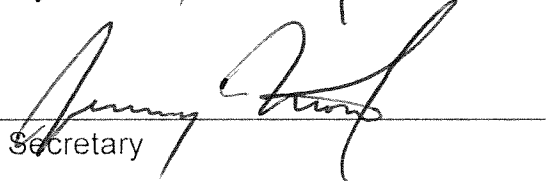
IN WITNESS WHEREOF, the County has, by order of its Board of Supervisors, caused these presents to be subscribed by the Director of the Department of Public Works, and the Consultant has hereunto subscribed its corporate name and affixed its corporate seal by its duly authorized officers the day, month, and year herein first above written.

COUNTY OF LOS ANGELES

ENVIRONMENTAL PLANNING
DEVELOPMENT SOLUTIONS, LLC.

By 
Deputy Director
Department of Public Works

By 
President

By 
Secretary

APPROVED AS TO FORM:

MARY C. WICKHAM
County Counsel

By 
Deputy County Counsel

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Orange)

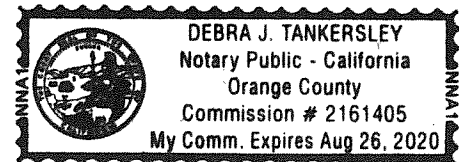
On February 13, 2018 before me, Debra J. Tankersley, Notary Public
(insert name and title of the officer)

personally appeared JEREMY KROUT,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) ~~is/are~~
subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in
his/~~her/their~~ authorized capacity(ies), and that by his/~~her/their~~ signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Debra J. Tankersley (Seal)



AS-NEEDED ENVIRONMENTAL SERVICES
FOR
WATER RESOURCES CORE SERVICE AREA

The services to be rendered by the Consultant shall include all services and provisions as described in the County's Request for Proposals dated May 8, 2017, all Notice to Proposers, and the Consultant's proposal dated May 22, 2017, except to the extent they are inconsistent with this attachment and the terms of this Agreement. Consultant's work shall consist of all such services as are customarily rendered when providing as-needed environmental services for Water Resources Core Service Area. The work shall include, but not be limited to, the following:

SCOPE OF SERVICES

The County of Los Angeles (County), the Los Angeles County Flood Control District, the County of Los Angeles Waterworks Districts, and the Consolidated Sewer Maintenance District of the County of Los Angeles (collectively as County) desire to engage consultants who will utilize in-house personnel and subcontractors who have skilled experience and expertise with project management of highly publicized projects and who will provide a proficient level of quality assurance and quality control (QA/QC). The Consultant must meet County's deadlines for report submittals, because County has submittal deadlines that are specified in their permits and agreements with the regulatory agencies. Non-adherence to these regulatory agencies' deadlines can lead to permit/agreement violations and penalties by the regulatory agencies.

The County is seeking quality consulting firms with experience in: native habitat preservation, restoration and creation, environmental document preparation, environmental permitting, permit compliance, environmental planning, surveying of biological, ecological, cultural and other environmental resources, monitoring, reporting, consultation, conducting feasibility studies, water quality, soil, air quality/climate change, and noise analysis, re-vegetation, arborists and landscape managing, vector, pest, and aquatic spraying, working with habitat conservation agencies handling southern California native and exotic biological resources, landscaping with southern California native species, handling and management of southern California cultural/tribal resources, and public relations.

The scope of services requested on this contract is listed below. Consultant shall provide all labor and personnel certifications/licenses, materials, equipment, storage, and disposal necessary to complete the Tasks a through f below. In particular, Consultants shall include in their project teams in-house personnel or subcontractors who have the necessary Federal and State licenses and/or permits to:

- Survey for and physically handle sensitive species that do or potentially inhabit maintenance and project sites in Los Angeles County, including but not limited to the arroyo toad (*Anaxyrus californicus*), coastal California gnatcatcher (*Polioptila californica californica*), and southwestern willow flycatcher (*Empidonax traillii extimus*).
- Undertake pest, vector, and aquatic species control and landscaping associated with native habitat preservation, restoration, and creation.

It is highly desirable to include in-house personnel or subcontractors who have the necessary Federal and State licenses and/or permits to survey for and physically handle sensitive fish species that do or potentially inhabit project sites in Los Angeles County, including, but not limited to, the Santa Ana sucker (*Catostomus santaanae*) and unarmored threespine stickleback (*Gasterosteus aculeatus williamsonii*).

Also, the Consultant should have in-house personnel sufficient to fully perform at least one of the categories of services specified in Sections a, b, c, and d in this Exhibit.

The Consultant shall provide a supervisor/administrator with at least 7 years, preferably 20 years or more, of experience involved with providing the Scope of Services herein for projects in Southern California. The Consultant's designated supervisor/administrator shall be directly employed by the Consultant. The Consultant's designated supervisor/administrator shall have strong coordination and negotiating skills, and a strong commitment to advocate, as legally allowable, for the best interests of the County.

a. Environmental Documentation Services

Prepare on behalf of the County environmental documents, including but not limited to California Environmental Quality Act (CEQA)/National Environmental Policy Act (NEPA) documents, as necessitated by the specific project scope, master plan or program, including but not limited to: environmental planning; field resource services and activities (e.g., biological and cultural/tribal/archeological to comply with State and Federal laws); biological and water quality monitoring; literature and electronic database reviews; initial studies; technical studies (e.g. air quality, traffic, noise, climate change, geotechnical, hydrology, water quality, aesthetics, etc.); feasibility studies, including biological technical assessments, hydraulic technical analysis; documentation; public meetings; and publications. Consultants shall be capable of providing these services through the use of their staff or subcontractors, if necessary.

The Consultant shall provide a Project Team that includes senior and expert personnel who have at least 7 years, preferably 20 years or more, of experience in Federal and State laws, rules and regulations regarding air quality, biological resources, water quality, and cultural resources in Southern California. These senior and expert personnel shall be readily available to work in Southern California and be actively involved with providing the requested services. These

senior and expert personnel shall be thorough in their analyses and possess, and preferably have a proven track record of, strong skills in successfully preparing responses or responding on behalf of the County to comments from contentious stakeholders. Consultants must be able to support and defend all information they provide as part of the environmental documentation. If subconsultants are used for any of the tasks under the Scope of Services, the desired experience shall apply to the subconsultants.

b. Regulatory Permit Services

Assist the County in their procurement of regulatory permits, as necessitated by specific project scope, master plan, or program, including but not limited to: preparation of permit applications; providing field resource services, activities and reports (e.g., biological and cultural/tribal/archeological to comply with State and Federal laws); preparing impact analyses and reports; performing specialized studies (e.g. hydrology, feasibility studies, hydraulics and risk assessments, water quality assessments, biological technical assessments, sediment transport, geomorphology, etc.) and reports; performing jurisdictional assessments and reports; and participating in regulatory agency and/or public communication, meetings and hearings. Consultants shall be capable of providing these services through the use of their staff or subcontractors, if necessary.

The Consultant shall provide a Project Team that includes senior and expert personnel who have at least 7 years, preferably 20 years or more, of experience with the Federal Clean Water Act, the State's Porter-Cologne Act, the Federal and State Endangered Species Acts, the Federal Migratory Bird Treaty Act of 1918, and the sections of the State's Fish and Game Code regarding protection of plant, aquatic and terrestrial species, including but not limited to, migratory birds in Southern California. These senior and expert personnel shall be readily available to work in Southern California and be actively involved with providing the requested services. They shall also possess, and preferably have a proven track record of strong negotiating skills for interacting with the regulatory agencies, and a strong commitment to advocate, as legally allowable, for the best interests of the County. If subconsultants are used for any of the tasks under the Scope of Services, the desired experience shall apply to the subconsultants.

c. Environmental Permit Compliance Services

Assist the County in their compliance with environmental conditions specified by all pertinent permits and/or agreements for a specific project scope, master plan, or program, including but not limited to: conducting pre-construction surveys and preparing reports; conducting sensitive species protection planning including nesting bird surveys and management, species relocation, plan implementation, monitoring and reporting; conducting best management practice and exclusion device installation and maintenance; conducting air quality, biological, aquatic species and vector control, cultural/tribal/archeological, water quality monitoring;

environmental documentation, monitoring and reporting (e.g., air quality, biological, cultural/ tribal/archeological, water quality) of construction activities; post-construction environmental documentation, monitoring, and reporting (e.g., air quality, biological, cultural/tribal/archeological, water quality); and participating in regulatory agency and/or public communication, meetings, and hearings. Consultants shall be capable of providing these services through the use of their staff or subcontractors, if necessary.

The Consultant shall provide a Project Team that includes senior and expert personnel who have at least 7 years, preferably 20 years or more, of experience with the Federal Clean Water Act, the State's Porter-Cologne Act, the Federal and State Endangered Species Acts, the Federal Migratory Bird Treaty Act of 1918, and the sections of the State's Fish and Game Code regarding protection of plant, aquatic and terrestrial species, including but not limited to, migratory birds in Southern California. These senior and expert personnel shall be readily available to work in Southern California and be actively involved with providing the requested services. They shall also possess, and preferably have a proven track record of, strong negotiating skills for interacting with the regulatory agencies, a strong commitment to advocate, as legally allowable, for the best interests of the County, and a strong commitment to meet reporting deadlines. If subconsultants are used for any of the tasks under the Scope of Services, the desired experience shall apply to the subconsultants.

d. Mitigation

Assist the County in their compliance with environmental mitigation measures established on all pertinent permits and/or agreements for a specific project scope, master plan, or program, including but not limited to: preparing mitigation plans and success criteria; working with third party and state/federal habitat conservancies to find, negotiate, and purchase mitigation opportunities; conducting habitat preservation, creation and restoration planning, site preparation, seeding, planting, irrigation, plant and site protection (e.g., caging, fencing), in-stream silt removal/gravel replacement, maintenance, and monitoring; conducting vegetation removal planning, implementation, disposal, maintenance, and monitoring; preparing mitigation documentation and reporting; and participating in regulatory agency and/or public communication, meetings and hearings. Consultants shall be capable of providing these services through the use of their staff or subcontractors, if necessary.

The Consultant shall provide a Project Team that includes senior and expert personnel who have at least 7 years, preferably 20 years or more, of experience with the Federal Clean Water Act, the State's Porter-Cologne Act, the Federal and State Endangered Species Acts, the Federal Migratory Bird Treaty Act of 1918, the sections of the State's Fish and Game Code regarding protection of plant, aquatic and terrestrial species, including but not limited to, migratory birds, and Federal and State agencies' laws, rules, regulations, guidelines and policies

regarding compensatory mitigation and habitat restoration in Southern California. These senior and expert personnel shall be readily available to work in Southern California and be actively involved with providing the requested services. They shall have sufficient expertise to seamlessly maintain continuity on ongoing mitigation projects, including but not limited to those that started prior to this contract with the Consultant. They shall also possess, and preferably have a proven track record of, strong negotiating skills for interacting with the regulatory agencies, a strong commitment to advocate, as legally allowable, for the best interests of the County, and a strong commitment to meet reporting deadlines. If subconsultants are used for any of the tasks under the Scope of Services, the desired experience shall apply to the subconsultants.

e. Community Outreach and Public Relations

Assist the County with community outreach and public relations as necessitated by a specific project scope, master plan or program. The goals of the effort are to: engage, involve, inform, and educate the wide range of stakeholders (e.g., community members, activists, regulators, elected officials, the media) about the purpose, scope, concepts, environmental issues or other technical issues of the project/master plan/program; and build trust and credibility with the stakeholders for the project/master plan/program. The Consultant's tasks may include but not be limited to: defining the nature, scope, expected and actual output of public participation activities; developing public participation plans and promotions; arranging for and handling the logistics of community meetings (e.g., identifying and securing meeting venues, audio/visual equipment, tables and chairs; making and posting signs; providing refreshments; signing in meeting attendees; facilitating meetings); preparing public outreach materials (e.g., fact sheets, e-newsletters, pamphlets, press releases, advertisements, public notices, flyers); and preparing meeting summaries and responses to questions. Maintaining and enhancing stakeholder trust and credibility with them will be critical to the success of these projects, master plans and programs, since they will likely undergo close scrutiny. The Consultant shall be capable of providing these services through the use of their staff or subcontractors, if necessary.

The Consultant shall provide a Project Team that includes senior and expert personnel who have at least 7 years, preferably 20 years or more, and a proven track record of experience with controversial public agency projects in Southern California; responding to stakeholders' misconceptions of projects and their impacts; and responding to potentially disruptive stakeholder actions or behaviors. These senior and expert personnel shall be readily available to work in Southern California and be actively involved with providing the requested services. They shall also possess, and preferably have a proven track record of, a strong commitment in representing the best interests of the County. If subconsultants are used for any of the tasks under the Scope of Services, the desired experience shall apply to the subconsultants.

f. Water Quality Monitoring

Assist the County in their compliance with water quality regulations and permits, as necessitated by drinking water, stormwater, and wastewater requirements, including but not limited to: water quality monitoring, sampling, testing, and reporting; identification of water testing laboratories sufficient to meet the testing requirements; and coordination with the water testing laboratories regarding water quality analyses, monitoring, and reporting. Consultants shall be capable of providing these services through the use of their staff, subcontractors, and/or laboratories. Reporting of water quality analytical results and QA/QC data to comply with the County's National Pollutant Discharge Elimination System (NPDES) Municipal Separate Storm Sewer System (MS4) Permit No. CAS004001 shall be done in California Environmental Data Exchange Network (CEDEN) electronic format in accordance with 40 CFR Part 122.41 and the County's NPDES MS4 Permit, Section XIV —Standard Monitoring and Reporting Provisions of Attachment E, located at:

https://www.waterboards.ca.gov/losangeles/water_issues/programs/stormwater/municipal/los_angeles_ms4/2016/R4-2012-0175-Att_E_amended.pdf

The Consultant shall identify laboratories that can be utilized for water quality analysis based on drinking water, stormwater, and wastewater standards. A list of key constituents frequently analyzed is included (Exhibit B). Public Works makes no guarantee of the completeness of the list. These laboratories shall meet the following requirements:

- Environmental Laboratory Accreditation Program (ELAP) certification.
- Drinking Water: All analyses shall be required to be conducted in accordance with Title 22 of the California Code of Regulations for Domestic Water Quality and Monitoring Regulations [CCR Title 22, Section 64400], Disinfectant Residuals, Disinfection Byproducts, and Disinfection Byproduct Precursors [CCR Title 22, Section 64530], California Waterworks Standards [CCR Title 22, Section 645511, and Lead and Copper Monitoring [CCR Title 22, Section 64670].
- Stormwater: Analyses requirements are included in the NPDES MS4 Permit No. CAS004001, Monitoring and Reporting Program No. CI-6948 for Order R4-2012-0175, Attachment E, Section XIV —Standard Monitoring and Reporting Provisions. Some key highlights are indicated below:
 - All analyses must be conducted according to test procedures approved under 40 CFR Part 136 for the analysis of pollutants, unless other test procedures are required under 40 CFR subchapter N or O.
 - Analyses shall be conducted by a laboratory that has participated in, or is committed to participating in "Intercalibration Studies" for storm

water pollutant analysis conducted by the Stormwater Monitoring Coalition (Stormwater Monitoring Coalition Laboratory Document, Technical Report 420 (2014).

- Water Column Toxicity testing shall be conducted in accordance with the State Water Resources Control Board's Policy for Toxicity Assessment and Control, and as indicated in NPDES MS4 Permit No. CAS004001, Attachment E, Section XII - Aquatic Toxicity Monitoring Methods.
- Wastewater: All analyses shall be required to be conducted in accordance with the latest edition of "Guidelines Establishing Test Procedures for Analysis of Pollutants" [40 CFR Part 136] promulgated by the U.S. Environmental Protection Agency. [CCR Title 23, Section 2230].

Note: Requirements can be met by a single laboratory or a combination of laboratories identified in the proposal.

DELIVERABLES

Deliverables will vary and will be determined by Public Works for each project.

SCHEDULE

Work shall be performed on an as-needed basis. Specified services required for a project will be assigned to the Consultant through the issuance of Task Orders on an as-needed basis.

When specified services are needed, the County will request the Consultant (through Task Orders) to prepare a work plan, a list of the tasks/deliverables, project team components, project schedule and a cost estimate of the task order for the County to review and approve. No work will proceed until a Notice to Proceed is issued by the County for each task order. No optional tasks will be conducted without prior approval from the County.

COMPENSATION

The Consultant's total basic service fee shall not exceed \$5,818,000. The Consultant shall submit monthly invoices for review and approval by the County. The Consultant shall be compensated monthly, based on work completed or certain milestone completion date and approval by the County. *Public Works will reimburse the Consultant for additional copies of reports and any other written requests outside the Scope of Services. County Project Manager preapproval in writing will be required for special costs, such as courier/overnight services or outside copying. Mileage is not reimbursable, unless pre-approved in writing by County.*

Consultant shall be paid on an hourly basis according to the job title and hourly rate of each employee performing the work as set forth in the Consultant's Schedule of Prices (**ATTACHMENT 3**). The County shall allow Cost of Living Adjustments to the Consultant's fee schedule as defined in Section 3e of this Contract.

- *Public Works will not pay a mark-up on hourly rates for the services of any subconsultants that were included in Consultant's original proposal.*
- *Public Works will not pay a mark-up on hourly rates for the services of any Consultant employee or subconsultant that were included in Consultant's original proposal if the selected employee or subconsultant is no longer available at the time of selection to provide services during the duration of the Contract; or,*
- *If California Department of Fish and Wildlife or any of the other regulatory agencies whom the County must obtain permits from, determines the selected employees or subconsultants to be unqualified to provide the services covered under this Contract.*
- *Consultant must have prior written permission from Public Works to use any subconsultants or staff not included in Consultant's original proposal.*

Invoices shall conform to Public Works' Invoicing Instructions.

Invoices shall include a detailed backup for work completed and all authorized reimbursable expenses incurred.

Any related-work requested but not listed under the Scope of Services or the Schedule of Prices shall be negotiated by the County and the Consultant and may include an additional charge of up to 10%, at the sole discretion of the County only if pre-approved in writing by the County.

INDEMNIFICATION AND INSURANCE PROVISIONS

I. INDEMNIFICATION

The Consultant shall indemnify, defend and hold harmless the County, its Special Districts, elected and appointed officers, employees, agents and volunteers ("County Indemnitees") from and against any and all liability, including but not limited to demands, claims, actions, fees, costs and expenses (including attorney and expert witness fees), arising from and/or relating to this Contract, except for such loss or damage arising from the sole negligence or willful misconduct of the County Indemnitees.

II. GENERAL PROVISIONS FOR ALL INSURANCE COVERAGE

Without limiting Contractor's indemnification of County, and in the performance of this Contract and until all of its obligations pursuant to this Contract have been met, Contractor shall provide and maintain at its own expense insurance coverage satisfying the requirements specified in paragraphs II and III of this Attachment. These minimum insurance coverage terms, types and limits (the "Required Insurance") also are in addition to and separate from any other contractual obligation imposed upon Contractor pursuant to this Contract. The County in no way warrants that the Required Insurance is sufficient to protect the Contractor for liabilities which may arise from or relate to this Contract.

A. Evidence of Coverage and Notice to County

- Certificate(s) of insurance coverage (Certificate) satisfactory to County, and a copy of an Additional Insured endorsement confirming County and its Agents (defined below) has been given Insured status under the Contractor's General Liability policy, shall be delivered to County at the address shown below and provided prior to commencing services under this Contract.
- Renewal Certificates shall be provided to County not less than 10 days prior to Contractor's policy expiration dates. The County reserves the right to obtain complete, certified copies of any required Contractor and/or Sub-Contractor insurance policies at any time.
- Certificates shall identify all Required Insurance coverage types and limits specified herein, reference this Contract by name or number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate shall match the name of the Contractor identified as the contracting party in this Contract. Certificates shall provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding fifty thousand (\$50,000.00) dollars, and list any County required endorsement forms.

- Neither the County's failure to obtain, nor the County's receipt of, or failure to object to a non-complying insurance certificate or endorsement, or any other insurance documentation or information provided by the Contractor, its insurance broker(s) and/or insurer(s), shall be construed as a waiver of any of the Required Insurance provisions.

Certificates and copies of any required endorsements shall be emailed to the Contract Administrator.

Contractor also shall promptly report to County any injury or property damage accident or incident, including any injury to a Contractor employee occurring on County property, and any loss, disappearance, destruction, misuse, or theft of County property, monies or securities entrusted to Contractor. Contractor also shall promptly notify County of any third party claim or suit filed against Contractor or any of its Sub-Contractors which arises from or relates to this Contract, and could result in the filing of a claim or lawsuit against Contractor and/or County.

B. Additional Insured Status and Scope of Coverage

The County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees and Volunteers (collectively County and its Agents) shall be provided additional insured status under Contractor's General Liability policy with respect to liability arising out of Contractor's ongoing and completed operations performed on behalf of the County. County and its Agents additional insured status shall apply with respect to liability and defense of suits arising out of the Contractor's acts or omissions, whether such liability is attributable to the Contractor or to the County. The full policy limits and scope of protection also shall apply to the County and its Agents as an additional insured, even if they exceed the County's minimum Required Insurance specifications herein. Use of an automatic additional insured endorsement form is acceptable providing it satisfies the Required Insurance provisions herein.

C. Cancellation of or Changes in Insurance

Contractor shall provide County with, or Contractor's insurance policies shall contain a provision that County shall receive, written notice of cancellation or any change in Required Insurance, including insurer, limits of coverage, term of coverage or policy period. The written notice shall be provided to County at least ten (10) days in advance of cancellation for non-payment of premium and thirty (30) days in advance for any other cancellation or policy change. Failure to provide written notice of cancellation or any change in Required Insurance may constitute a material breach of the Contract, in the sole discretion of the County, upon which the County may suspend or terminate this Contract.

D. Failure to Maintain Insurance

Contractor's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance shall constitute a material breach of the Contract, upon which County immediately may withhold payments due to Contractor, and/or suspend or terminate this Contract. County, at its sole discretion, may obtain damages from Contractor resulting from said breach. Alternatively, the County may purchase the Required Insurance, and without further notice to Contractor, deduct the premium cost from sums due to Contractor or pursue Contractor reimbursement.

E. Insurer Financial Ratings

Coverage shall be placed with insurers acceptable to the County with A.M. Best ratings of not less than A:VII unless otherwise approved by County.

F. Contractor's Insurance Shall Be Primary

Contractor's insurance policies, with respect to any claims related to this Contract, shall be primary with respect to all other sources of coverage available to Contractor. Any County maintained insurance or self-insurance coverage shall be in excess of and not contribute to any Contractor coverage.

G. Waivers of Subrogation

To the fullest extent permitted by law, the Contractor hereby waives its rights and its insurer(s)' rights of recovery against County under all the Required Insurance for any loss arising from or relating to this Contract. The Contractor shall require its insurers to execute any waiver of subrogation endorsements which may be necessary to effect such waiver.

H. Sub-Contractor Insurance Coverage Requirements

Contractor shall include all Sub-Contractors as insureds under Contractor's own policies, or shall provide County with each Sub-Contractor's separate evidence of insurance coverage. Contractor shall be responsible for verifying each Sub-Contractor complies with the Required Insurance provisions herein, and shall require that each Sub-Contractor name the County and Contractor as additional insureds on the Sub-Contractor's General Liability policy. Contractor shall obtain County's prior review and approval of any Sub-Contractor request for modification of the Required Insurance.

I. Deductibles and Self-Insured Retentions (SIRs)

Contractor's policies shall not obligate the County to pay any portion of any Contractor deductible or SIR. The County retains the right to require Contractor to reduce or eliminate policy deductibles and SIRs as respects the County, or to provide a bond guaranteeing Contractor's payment of all deductibles and SIRs, including all related claims investigation, administration and defense expenses. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

J. Claims Made Coverage

If any part of the Required Insurance is written on a claims made basis, any policy retroactive date shall precede the effective date of this Contract. Contractor understands and agrees it shall maintain such coverage for a period of not less than three (3) years following Contract expiration, termination or cancellation.

K. Application of Excess Liability Coverage

Contractors may use a combination of primary, and excess insurance policies which provide coverage as broad as the underlying primary policies, to satisfy the Required Insurance provisions.

L. Separation of Insureds

All liability policies shall provide cross-liability coverage as would be afforded by the standard ISO (Insurance Services Office, Inc.) separation of insureds provision with no insured versus insured exclusions or limitations.

M. Alternative Risk Financing Programs

The County reserves the right to review, and then approve, Contractor use of self-insurance, risk retention groups, risk purchasing groups, pooling arrangements and captive insurance to satisfy the Required Insurance provisions. The County and its Agents shall be designated as an Additional Covered Party under any approved program.

N. County Review and Approval of Insurance Requirements

The County reserves the right to review and adjust the Required Insurance provisions, conditioned upon County's determination of changes in risk exposures.

III. INSURANCE COVERAGE

A. Commercial General Liability insurance (providing scope of coverage equivalent to ISO policy form CG 00 01), naming County and its Agents as an additional insured, with limits of not less than:

General Aggregate:	\$2 million
Products/Completed Operations Aggregate:	\$1 million
Personal and Advertising Injury:	\$1 million
Each Occurrence:	\$1 million

B. Automobile Liability insurance (providing scope of coverage equivalent to ISO policy form CA 00 01) with limits of not less than \$1 million for bodily injury and property damage, in combined or equivalent split limits, for each single accident. Insurance shall cover liability arising out of Contractor's use of autos pursuant to this Contract, including owned, leased, hired, and/or non-owned autos, as each may be applicable.

C. Workers Compensation and Employers' Liability insurance or qualified self-insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than \$1 million per accident. If Contractor will provide leased employees, or, is an employee leasing or temporary staffing firm or a professional employer organization (PEO), coverage also shall include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming the County as the Alternate Employer, and the endorsement form shall be modified to provide that County will receive not less than thirty (30) days advance written notice of cancellation of this coverage provision. If applicable to Contractor's operations, coverage also shall be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law.

D. Professional Liability/Errors and Omissions

Insurance covering Contractor's liability arising from or related to this Contract, with limits of not less than \$1 million per claim and \$2 million aggregate. Further, Contractor understands and agrees it shall maintain such coverage for a period of not less than three (3) years following this Contract's expiration, termination or cancellation.

Schedule of Prices
Los Angeles County Department of Public Works
Water Resources Core Service Area
As-Needed Environmental Services Contract
1/22/2018

EPD Solutions, Inc.

Title	Rate
Principal/Supervisor/Administrator	165
QA/QC Manager	165
Senior Project Manager	140
Project Manager	92
Engineer/Environmental Planner	120
Associate Engineer/Environmental Planner	105
Principal Traffic/Transportation Engineer	285
Traffic/Transportation Engineer	180
Associate Traffic/Transportation Engineer	130
GIS/CAD Specialist	160
Assistant GIS/CAD Specialist	142
Intern	45
Technical Writer/Editor	95
Administrative Assistant/Word Processor	55
Graphic Artist	85

Blackhawk

Title	Rate
Project Manager	92
Principal Biologist/Wildlife Biologist/Botanist	108
Senior Biologist/Wildlife Biologist/Botanist	95
Biologist/Wildlife Biologist/Botanist	90
Associate Biologist/Wildlife Biologist/Botanist	85
Biological Field Monitor	82
Senior Ecologist/Restoration Ecologist	95
Ecologist/ Restoration Ecologist	90
Associate Ecologist/Restoration Ecologist	85
Principal Air/Noise Specialist	185
Air/Noise Specialist	90
Associate Air/Noise Specialist	80
GIS/CAD Specialist	160
Assistant GIS/CAD Specialist	142
Intern	45

Cogstone

Title	Rate
Principal/Supervisor/Administrator	165
QA/QC Manager	165
Senior Project Manager	140
Cultural Resources Specialist/Manager	106
Associate Cultural Resources Specialist	92
Senior Archaeologist/Paleontologist	82
Archaeologist/Paleontologist	72
Archaeo/Paleo Field Monitor	61
GIS/CAD Specialist	160
Assistant GIS/CAD Specialist	142

Fusco

Title	Rate
Principal Hydrology Engineer/Scientist	216
Hydrologist/Water Quality Specialist	186
Associate Hydrologist/Water Quality Specialist	160
GIS/CAD Specialist	160
Assistant GIS/CAD Specialist	142

Urban Crossroads

Title	Rate
Principal/Supervisor/Administrator	165
Principal Air/Noise Specialist	185
Air/Noise Specialist	90
Associate Air/Noise Specialist	80
Principal Traffic/Transportation Engineer	285
Traffic/Transportation Engineer	180
Associate Traffic/Transportation Engineer	130
Technical Writer/Editor	95
Graphic Artist	85

* Denotes positions subject to Prevailing Wage

These prices begin on the date of the full execution of the contract.

Prices may only be adjusted per the County's Cost of Living Adjustment (COLA) policy as defined in the contract.

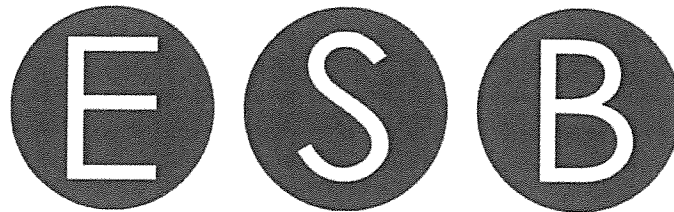
Mileage is not reimbursable. Special circumstances may be authorized, if pre-approved in writing by County.

The Consultant shall be compensated monthly, based on work completed and approval by the County. Public Works will reimburse the Consultant for additional copies of reports and any other written requests outside the Scope of Services.

The hourly rates listed above include overhead costs, such as mileage, portal-to-portal pay, copying, phone calls, meals, supplies, and other office equipment.

Any related-work requested but not listed in the schedule of fees shall be negotiated by the County and the Consultant and may include an additional charge of up to 10% as approved in writing by the County.

Project Manager preapproval in writing will be required for special costs, such as courier/overnight services or outside copying. Invoices shall include a detailed backup for work completed and all authorized reimbursable expenses incurred with receipts. Invoices shall provide names and classifications of every staff who performed the tasks.



BABCOCK Laboratories, Inc.

The Standard of Excellence for Over 100 Years

Price List

6100 Quail Valley Court
Riverside, CA 92507-0704
P 951 653 3351
F 951 653 1662
www.babcocklabs.com

Babcock Laboratories, Inc.
Terms & Conditions

COMPANY INFORMATION

Babcock Laboratories, Inc. (ESB) provides accurate analysis of drinking water, wastewater, groundwater, storm water, soils, hazardous materials and food and beverages. Founded in 1906, Babcock Labs has provided analytical services for over 100 years. ESB combines comprehensive environmental testing services with personalized service to handle all of your environmental testing needs. ESB retains the following certifications: California ELAP #2698 and ISO 17025:2005 (certificate number: 3232.01) through A2LA. For specific method and analyte certification information, click "Qualifications" on our website at www.babcocklabs.com.

PAYMENT TERMS AND CONDITIONS

Prepayment is required for all first time clients. Payment terms are net 30 days of invoice date, upon approved credit. A finance charge of 1.5%/mo (18% annually) will be applied to all unpaid balances 30 days past the due date. The minimum charge is \$10. Delinquent accounts will be on a prepayment/C.O.D. basis only. Past Due under this contract is not dependent upon receipt of payment by clients' third party and/or user, and client is solely responsible for timely payment of all invoices notwithstanding payment or non-payment by any said third party and/or user.

AVAILABLE SERVICES

Courier services, sample bottle kits, Chain of Custody forms, seals & labels.

REPORTING

A Standard QC package, when requested, may contain any combination of the following: Method Blank (MB), Lab Control Sample (LCS), Lab Control Sample Duplicate (LCSD), Matrix Spike (MS), Matrix Spike Duplicate (MSD), Sample Duplicate (DUP), and/or Surrogate (SURR). Electronic deliverables can be provided for a nominal fee.

SPECIAL NEEDS, CHARGES

An \$80 minimum charge per submission applies. Extra charges may apply for rush analysis, special sample preparation, non-typical report format, or other non-typical customer requests or needs. Prices are based on the estimated quantities. Should the Scope of Work change, contact ESB for price verification. Additional charges may be assessed for Trip Blank analysis and samples requiring multiple dilutions due to client specific reporting requirements.

SAMPLE SUBMISSION

Before submitting a sample, new clients must fill out a New Client Information form.

Results only apply to the samples submitted.

When submitting a sample the following paperwork must be submitted.

Chain of Custody: Include sample identification, name and address, telephone and fax numbers, written instructions or list of analyses to be performed, email address, date and signature.

Price Quote: A copy of the official price quote (if obtained) must be submitted with the sample.

Samples must be submitted on ice and in the proper containers to help maintain the integrity of the sample.

All samples must be clearly labeled and identified. Instructions must be included with the sample, not separately.

ESB reserves the right to refuse samples at its discretion.

Sample turnaround time is 7-10 working days from the date of sample receipt. Standard turnaround time for hardcopy results is 5 working days from the date of verbal/email/fax results. RUSH analyses are available and should be arranged in advance.

SUBCONTRACTED ANALYSIS

Should instrumentation problems, special methods, or circumstances out of the laboratory's control occur, the project may be subcontracted to a State certified subcontract lab. Additional charges may be incurred. In addition, prices for subcontracted analysis are subject to change. Please contact your Project Manager prior to sample submittal to verify pricing and turnaround time.

SAMPLE DISPOSAL

If a sample is contaminated, either the client may take custody of the sample, or ESB will arrange for proper disposal and bill the client directly.

POLICIES

ESB's liability for any service rendered or test performed on behalf of a client is limited to the amount ESB has been paid by the client for that particular test or service. ESB will not be liable for any consequential damages allegedly sustained by the client as a result of or in connection with a test or service performed by ESB. Under no circumstance shall ESB's liability arising from or in connection with the performance of a test or service exceed the amount it was paid for that test or service. Repeat Analyses: ESB may repeat analyses per the client's request. If the repeat analyses results confirm the original results, the client may be charged for the duplicate testing. ESB may at its sole discretion destroy any and all materials in conjunction with the services rendered pursuant to this contract after a period of seven (7) years from the date that services were last provided by ESB to the client. It is the client's responsibility to advise ESB of any pending litigation that may require retention of records.

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Drinking Waters Wastewaters & Food Microbiology

Analysis	Price
Drinking Waters	
100 mL 24 Hour Presence/Absence, MMO/MUG (SM 9223B)	\$ 40.00
100 mL 24 Hour MMO/MUG with enumeration (QuantiTray-2000)	\$ 45.00
100 mL MTF, LTB/BGB (SM 9221C)	\$ 45.00
100 mL Presence/Absence Membrane Filtration	\$ 45.00
Fecal/ <i>E.coli</i> Confirmation for MTF (SM 9221E&F)	\$ 20.00
Heterotrophic Plate Count ONLY (SM 9215B)	\$ 25.00
Wastewaters	
3 Dilution MTF Coliform Test (SM 9221B)	\$ 50.00
3 Dilution MTF Fecal Test ¹ (SM 9221E)	\$ 25.00
3 Dilution MTF <i>E.coli</i> Test ¹ (Ambient Water ONLY; SM9221F)	\$ 25.00
<i>E. coli</i> 24 Hour MMO/MUG with enumeration (QuantiTray-2000; SM9223)	\$ 60.00
Heterotrophic Plate Count ONLY (SM 9215B)	\$ 25.00
Fecal Streptococcus & Enterococcus (SM 9230B)	Ea\$ 50.00
Enterococcus 24 Hour MUG with enumeration (QuantiTray-2000)	\$ 50.00
Miscellaneous	
Speciation of Enterobacteriaceae and other gram-negatives	\$ 80.00
Salmonella (Quantified) ²	\$200.00
Iron Bacteria (Presence/Absence) (IRB-BART) ³	\$ 80.00
Plate Count on Soils and Sludges (SM 9215B) (Std. Meth. 19 th ed.)	\$ 60.00
Water Suitability	\$350.00
Inhibitory Residue	\$350.00
Bottled Beverage, Food Product & Environmental Swab Testing⁴	
Indicator Bacteria	
Lactic Acid Bacteria (CMMEF 4 th Edition, Chapter 19.571)	\$ 25.00
Total Coliform/Generic <i>E. Coli</i> (AOAC 991.14) (Petrifilm)	\$ 40.00
APC/SPC (AOAC 990.12) (Petrifilm)	\$ 20.00
Yeast & Mold (AOAC 997.02) (Petrifilm)	\$ 25.00
Pathogen Bacteria	
<i>Listeria</i> (AOAC 999.06) (Elfa by Mini VIDAS)	\$ 40.00 ⁵
<i>Salmonella</i> (AOAC 996.08) (Elfa by Mini VIDAS)	\$ 40.00 ⁵
<i>E. Coli</i> 0157:H7 (AOAC RI 060903) (Elfa by Mini VIDAS)	\$ 40.00 ⁵
<i>Staphylococcus aureus</i> (AOAC 2003-07) (Petrifilm)	\$ 40.00

¹Must be performed in conjunction with coliform test.

²Subcontracted. Price is approximate.

³Iron Related Bacteria - Biological Activity Reaction Tests

⁴ISO 17025:2005 A2LA accredited. Certificate number: 3232.01

⁵Presumptive positive results require confirmation involving additional time and a fee of \$100.00 per test.

Extra charges may apply for special sample preparation and swab testing. Contact laboratory for more information.

**Drinking Waters & Wastewaters
Inorganic Analyses
Single Item List**

Analysis	Price	Analysis	Price
Alkalinity (Includes: Hydroxide, Carbonate & Bicarbonate)	\$ 20.00	Perchlorate IC/MS(MS)	\$175.00
Boron	\$ 15.00	Perchlorate (IC)	\$ 55.00
Bromate	\$ 60.00	Petroleum Hydrocarbons (EPA 418.1)	\$ 85.00
Bromide	\$ 60.00	pH	\$ 15.00
Calcium	\$ 15.00	Phenols (Colorimetric)	\$ 40.00
Chlorate	\$ 60.00	Phenols (low level)	\$ 55.00
Chloride	\$ 15.00	Phosphorous, ortho	\$ 20.00
Chlorite	\$ 60.00	Phosphorous, total	\$ 30.00
Color	\$ 15.00	Potassium	\$ 15.00
Cyanide	\$ 45.00	Residues	
Fluoride	\$ 15.00	Total	\$ 20.00
Hardness (Includes Ca & Mg)	\$ 30.00	Dissolved	\$ 20.00
Magnesium	\$ 15.00	Fixed	\$ 20.00
MBAS	\$ 45.00	Volatile	\$ 20.00
Nitrogen		Settleable Solids	\$ 20.00
Ammonium	\$ 15.00	Residue, Suspended	
Nitrate	\$ 15.00	Total	\$ 20.00
Nitrite	\$ 15.00	Volatile	\$ 20.00
Kjeldahl	\$ 50.00	Silica	\$ 15.00
Organic (Kj-N - NH ₄ -N)	\$ 65.00	Sodium	\$ 15.00
Inorganic (NH ₄ +NO ₃ +NO ₂ as N)	\$ 45.00	Specific Electrical	
Odor	\$ 15.00	Conductivity (ECx10 ⁶)	\$ 15.00
Oil & Grease (EPA 1664)	\$ 50.00	Specific Gravity	\$ 25.00
Oxygen		Sulfate	\$ 15.00
Dissolved	\$ 15.00	Sulfide	\$ 15.00
BOD (5 day)	\$ 50.00	TOC	\$ 45.00
cBOD (5 day)	\$ 50.00	Turbidity	\$ 15.00
COD	\$ 30.00		
		Minimum Charge Per Submission	\$ 80.00

**Drinking Waters & Wastewaters
Inorganic Analyses
Metals**

Analysis	EPA Method (ICP)	EPA Method (ICP/MS)	Method (Other)	Price
Aluminum (Al)	200.7	200.8		\$ 15.00
Antimony (Sb)	200.7	200.8		\$ 15.00
Arsenic (As)	200.7	200.8		\$ 15.00
Barium (Ba)	200.7	200.8		\$ 15.00
Beryllium (Be)	200.7	200.8		\$ 15.00
Boron (B)	200.7	n/a		\$ 15.00
Cadmium (Cd)	200.7	200.8		\$ 15.00
Chromium (Cr)	200.7	200.8		\$ 15.00
Chromium, Hexavalent (Cr ⁺⁶)	n/a	n/a	SM 3500CrD**	\$ 25.00
Chromium, Hexavalent (Cr ⁺⁶) (low level)	n/a	n/a	EPA 218.6**	\$ 90.00
Cobalt (Co)	200.7	200.8		\$ 15.00
Copper (Cu)	200.7	200.8		\$ 15.00
Iron (Fe)	200.7	n/a		\$ 15.00
Lead (Pb)	200.7	200.8		\$ 15.00
Manganese (Mn)	200.7	200.8		\$ 15.00
Mercury (Hg)	n/a	200.8	SM 3112B	\$ 30.00
Molybdenum (Mo)	200.7	200.8		\$ 15.00
Nickel (Ni)	200.7	200.8		\$ 15.00
Selenium (Se)	200.7	200.8		\$ 15.00
Silver (Ag)	200.7	200.8		\$ 15.00
Thallium (Tl)	200.7	200.8		\$ 15.00
Tin (Sn)	200.7	n/a		\$ 15.00
Titanium (Ti)	200.7	n/a		\$ 15.00
Vanadium (V)	200.7	200.8		\$ 15.00
Zinc (Zn)	200.7	200.8		\$ 15.00

**Hexavalent Chromium can be performed by one of two methods: 1) Standard Methods SM 3500CrD with a reporting limit of 10 ppb, or 2) EPA 218.6 with a reporting limit of 1 ppb.

**Drinking Waters
Organic Analyses
EPA Method Groupings**

Analysis	Price
EPA Method 524.2	
Volatile Halocarbons & Aromatics (California CDPH Regulated and Unregulated Compounds)	\$200.00
Total Trihalomethanes	\$ 75.00
Maximum Potential Trihalomethanes or Formation Potential THMS	\$125.00
Oxygenates only	\$120.00
EPA Method 504.1	
EDB & DBCP	\$ 85.00
EPA Method 508	
Organochlorine Pesticides & PCB's (California CDPH Regulated and Unregulated Compounds)	\$150.00
EPA Method 515.3	
Chlorinated Herbicides & Pentachlorophenol (California CDPH Regulated and Unregulated Compounds)	\$175.00
EPA Method 525.2	
DEHP, DEHA and Benzo(a)pyrene	\$175.00
Nitrogen & Phosphorus Pesticides	\$150.00
Federal UCMR 3 List	See Page 8
EPA Method 531.1	
N-Methyl Carbamates (California CDPH Regulated and Unregulated Compounds)	\$175.00*
EPA Method 547	
Glyphosate	\$175.00*
EPA Method 548.1	
Endothall	\$175.00
SM 6251B	
Haloacetic Acids	\$120.00
CA DHS SRLB	
1,2,3-Trichloropropane (1,2,3 - TCP)	\$100.00

*Subcontracted. Price is approximate.

**Drinking Waters
California Title 22/SDWA
Complete Requirements¹**

Analysis		Price
Microbiological (Presence Absence – Coliform)		\$ 40.00
General Mineral (Includes: Bicarbonate, Carbonate, Hydroxide, Total Alkalinity, Calcium, Chloride, Copper, MBAS, Iron, Potassium, Magnesium, Manganese, pH, Sodium, Sulfate, Specific Conductance, Total Dissolved Solids, Total Hardness and Zinc. Corrosivity [Aggressive and Langelier Index] can be calculated with this package at no additional cost.)		\$220.00
Inorganic Chemical (Includes: Aluminum, Arsenic, Barium, Cadmium, Chromium, Lead, Mercury, Nitrate, Nitrite, Selenium, Silver, Fluoride, Antimony, Beryllium, Nickel, Thallium, Cyanide and Perchlorate.)		\$275.00
General Physical		\$ 30.00
Radiochemistry (Gross Alpha Only)		\$ 50.00*
Uranium		\$ 45.00
Asbestos		\$200.00*
EPA Organic Methods		
524.2	Volatiles	\$200.00
504.1	EDB and DBCP	\$ 85.00
508	Chlorinated Pesticides & PCB's as DCP	\$150.00
515.3	Chlorinated Acid Herbicides	\$175.00
525.2	DEHP, DEHA, Benzo(a)Pyrene	\$175.00
525.2	Nitrogen & Phosphorus Pesticides	\$150.00
531.1	Carbamates	\$175.00
547	Glyphosate	\$175.00
548.1	Endothall	\$175.00
549.1	Diquat	\$150.00*
1613	Dioxin (2,3,7,8 TCDD)	\$550.00*

¹ Note: Individual requirements vary according to vulnerability.

*Subcontracted. Price is approximate.

**Drinking Waters
California Title 21/CDPH Food & Drug Branch
Complete Requirements¹**

Analysis	Price
Group I Physical (Includes: Color, Odor, Turbidity and Total Dissolved Solids)	\$ 50.00
Group II Chemical Substance 1 (Includes: Aluminum, Antimony, Arsenic, Barium, Beryllium, Cadmium, Chloride, Chromium, Copper, Cyanide, Fluoride, Iron, Lead, Manganese, Mercury, Nickel, Nitrate-N, Nitrite-N, Phenols, Selenium, Silver, Sulfate, Thallium and Zinc)	\$445.00
Group III Chemical Substance 2 (Includes: EPA Method 524.2 for VOCs)	\$200.00
Group IV Chemical Substance 3 (Includes: Non-Volatile SOC's listed below)	
EPA 504.1 EDB and DBCP	\$ 85.00
EPA 508 Chlorinated Pesticides & PCB's as DCP	\$150.00
EPA 515.3 Chlorinated Acid Herbicides	\$175.00
EPA 525.2 DEHP, DEHA, Benzo(a)Pyrene	\$175.00
EPA 525.2 Nitrogen & Phosphorus Pesticides	\$150.00
EPA 531.1 Carbamates	\$175.00*
EPA 547 Glyphosate	\$175.00*
EPA 548.1 Endothall	\$175.00
EPA 549.1 Diquat	\$150.00*
EPA 1613 Dioxin (2,3,7,8 TCDD)	\$550.00*
Group V Radioactivity² (Includes: Gross Alpha and Beta particle activity and Radium 228)	\$365.00*
Group VI Bacteriological (Presence Absence - Coliform)	\$ 40.00
Group VII Disinfection Byproducts and Residual Disinfectants³ (Includes: Bromate, Chlorite, HAAs, Chloramine, Chlorine, Chlorine Dioxide)	\$315.00

¹ Note: Individual requirements vary according to vulnerability (see CDPH website).

² If gross alpha is <5pCi/L, Radium 226 does not have to be analyzed. Determine only Radium 228. If gross alpha is <15pCi/L, uranium does not have to be analyzed. If these tests are required additional costs will apply.

³ Residual disinfectants and DBP's: (1) Source Water – Firms that do not use a public water system as the source of their water and whose source water has not been treated with a chlorine-based disinfectant or ozone, do not have to test their source water for residual disinfectants and DBP's. Firms that do not use a public water system as the source of their water but whose source water has been treated with a chlorine-based disinfectant or ozone, must test their source water for the residual disinfectants and the DBP's. (2) Product water (Bottled Water) – Test annually for residual disinfectants and DBP's.

*Subcontracted. Price is approximate.

**Drinking Waters
Disinfection By-Products and Surrogate Parameters**

Analysis	Method	Price
UV254	SM 5910	\$ 50.00
Total Organic Carbon	SM 5310B	\$ 45.00
Total Organic Halogen	SM 5320B	\$110.00*
Inorganic DBPs: Chlorite Bromate Chlorate Bromide	EPA 300.1	\$240.00
Haloacetic Acids: Monochloroacetic Acid Monobromoacetic Acid Dichloroacetic Acid Trichloroacetic Acid Bromochloroacetic Acid Dibromoacetic Acid	SM 6251B	\$120.00
Trihalomethanes: Chloroform Bromodichloromethane Dibromochloromethane Bromoform	EPA 524.2	\$ 75.00

*Subcontracted. Price is approximate.

Drinking Waters***Federal Unregulated Contaminant Monitoring Rule (UCMR 3)****

Analysis	Method	Price
List 1: Assessment Monitoring		
Metals (Cr, Co, Mo, Sr, V)	EPA 200.8	\$100.00
Chromium VI	EPA 218.7	\$100.00
Chlorate	EPA 300.1	\$65.00
1,4- Dioxane	EPA 522	\$225.00
Volatile Organic Compounds (7 analytes)	EPA 524.3	\$125.00
Perfluorinated Compounds (6 analytes)	EPA 537	\$325.00
List 2: Screening Survey		
Hormones (7 analytes)	EPA 539	\$325.00

Please call laboratory for special sampling, preservation and handling of samples.

**Wastewaters
Organic Analyses
EPA Method Groupings**

Analysis	Price
<u>Volatiles</u>	
EPA Method 624	\$225.00
<u>Semi-Volatiles</u>	
EPA Method 625	\$375.00
Base Neutral & Acid Extractables (2,3,7,8-TCDD Screening is included when requested)	
<u>Pesticides and Herbicides</u>	
EPA Method 608	\$200.00
Pesticides and PCB's	
EPA Method 515.3	\$175.00
Chlorophenoxy Herbicides (Includes EPA Method 615 and 1658 compounds)	
EPA Method 8141	\$175.00
Organophosphorus Pesticides (Includes EPA Method 614, 622, and 1657 compounds)	

Note: Modifications used when appropriate, e.g., use of capillary columns and alternate detectors.

Additional Services

Sampling Services	Price
Composite Sampling*	
Sampler Rental (per 24 hour period)	\$ 60.00
Flow Meter (per 24 hour period)	\$ 55.00
Hourly Sampling Charge	\$ 75.00
Minimum charge is \$150.00 (2 hours) Distribution System and New Construction samples will be charged a minimum rate of 4 hours <u>plus</u> travel and sampling time.	
*Please note: Sampling equipment is <u>not</u> available as a separate rental.	
Groundwater Monitoring	
Submersible 2" Grundfos Pump, 100'	\$ 25.00/hr.
120 V Generator (gasoline; recoil) (w/o fuel)	\$ 20.00/hr.
240 V Generator (gasoline; electric start) (w/o fuel)	\$ 20.00/hr.
Electronic Depth Sounder	\$ 10.00/hr.
On-Site Testing	
Chlorine Residual (per sample)	\$ 15.00
Electrical Conductivity, pH, & Temperature (per location)	\$ 30.00
Field Filtration & Preservation (per sample)	\$ 20.00
Shipping (per package, normal ground 3-5 day)	\$ 20.00
Archive Retrieval	\$ 30.00/hr.
Custom Electronic Deliverables	Call for Quote
Sample Disposal (for samples requiring special disposal, i.e. hazardous)	\$160.00/sample
Sample Storage (for samples requiring storage for more than 6 weeks)	\$ 25.00/month

**Soils, Solids, Oils, Sludges & Hazardous Wastes
Assorted Analyses
Characteristics & Sample Preparation**

Analysis	Method	Price
Characteristics		
Ignitability, Flash Point	EPA 1010	\$ 30.00
Free Liquids Test	EPA 9095/1311	\$ 15.00
pH	EPA 9040/9045	\$ 15.00
Specific Conductance (liquids only)	EPA 9050	\$ 15.00
Organic Matter (OM) - Solids	Loss on Ignition	\$ 25.00
	Dichromate Reduction	\$ 40.00
Total Organic Carbon (TOC)	Combustion/IR	\$ 75.00
Total Organic Carbon (TOC) – Groundwater	EPA 9060/SM 5310B	\$ 45.00
Water Content (solids)	Gravimetric	\$ 20.00
Soil Corrosion (pH, Redox, Sat. Res., Sulfide)		\$ 80.00
Sample Preparation (Extracts, Digestions & Clean Up)		
Total Acid Digest or Dry Ash (metals)	EPA 3000 series	\$ 20.00
Bomb Combustion (anion determination)	EPA 5050	\$ 50.00
W.E.T. (citrate)	22 CCR 66261.24	\$ 40.00
W.E.T. (water for Cr ⁺⁶)	22 CCR 66261.24	\$ 40.00
TCLP (non-volatiles)	EPA 1311	\$ 50.00
TCLP (volatiles-ZHE)	EPA 1311	\$100.00
Organic Extraction & Clean-up	EPA 3500 & 3600	included in analysis
Water Extract	1:10 Ratio	\$ 20.00
Inorganic Non-Metals & Bacteriology		
Anions (Cl, NO ₃ , SO ₄)	EPA 9056/300.0	\$ 15.00 ea.
Chlorine, Total (in oils)	EPA 9076	\$200.00
Coliform, Total	SM 9221B	\$ 50.00
Coliform, Fecal (in addition Total Coliform)	SM 9221E	\$ 25.00
Cyanide, Total	EPA 9012A	\$ 55.00
Cyanide, Amenable to chlorination	EPA 9012A	\$ 55.00
Fluoride, Total	EPA 340.2/9214	\$ 55.00
Perchlorate (soils only)	EPA 9058	\$100.00
Perchlorate by IC/MS(MS)	EPA 6860	\$175.00
Sulfide, Water Extractable	SM 4500-52-D	\$ 35.00

**Soils, Solids, Oils, Sludges & Hazardous Wastes
Inorganic Analyses
Metals**

Analysis	EPA Method (ICP)	EPA Method (ICPMS)	EPA Method (Other)	Price
Metals				
Aluminum (Al)	6010	6020		\$ 15.00
Antimony (Sb)	6010	6020		\$ 15.00
Arsenic (As)	6010	6020		\$ 15.00
Barium (Ba)	6010	6020		\$ 15.00
Beryllium (Be)	6010	6020		\$ 15.00
Boron (B)	6010	n/a		\$ 15.00
Cadmium (Cd)	6010	6020		\$ 15.00
Chromium (Cr)	6010	6020		\$ 15.00
Chromium, hexavalent (Cr ⁺⁶)	n/a	n/a	7199	\$ 90.00
Chromium, hexavalent (Cr ⁺⁶)	n/a	n/a	7196	\$ 15.00
Cobalt (Co)	6010	6020		\$ 15.00
Copper (Cu)	6010	6020		\$ 15.00
Iron (Fe)	6010	n/a		\$ 15.00
Lead (Pb)	6010	6020		\$ 15.00
Manganese (Mn)	6010	6020		\$ 15.00
Mercury (Hg)	n/a	6020	7470/7471	\$ 30.00
Molybdenum (Mo)	6010	6020		\$ 15.00
Nickel (Ni)	6010	6020		\$ 15.00
Selenium (Se)	6010	6020		\$ 15.00
Silver (Ag)	6010	6020		\$ 15.00
Thallium (Tl)	6010	6020		\$ 15.00
Tin (Sn)	6010	6020		\$ 15.00
Vanadium (V)	6010	6020		\$ 15.00
Zinc (Zn)	6010	6020		\$ 15.00

**Soils, Solids, Oils, Sludges, & Hazardous Wastes
Organic Analyses
Miscellaneous EPA Methods**

Analysis	Method	Price
General Organics		
Oil & Grease, Total Recoverable	EPA 9070/9071	\$100.00
Phenolics, total	EPA 9066	\$ 55.00
TOC		(See Page 11)
Chromatographic Organics		
EDB and DBCP	EPA 8011	\$ 85.00
Volatile Organics (GC/MS)	EPA 8260	\$225.00
Volatile Organics <i>listed in</i> EPA Methods: 8015, 8030 and 8031	EPA 8260	See Appendix B
Volatile Organics (Oxygenates only)	EPA 8260	\$120.00
Semi-Volatile Organics	EPA 8270	\$375.00*
Semi-Volatile Organics <i>listed in</i> EPA 8000 series methods	EPA 8270	See Appendix B
Pesticides & Arochlors		
Organochlorine (PCB's <i>not</i> included)	EPA 8081	\$100.00
Polychlorinated Biphenyls (PCB's)	EPA 8082	\$100.00
Organochlorine Pesticides plus PCB's	EPA 8081 & 8082	\$200.00
Organophosphorus Pesticides	EPA 8141/8270	\$175.00
Chlorophenoxy Herbicides	EPA 8151	\$175.00

Note: All prices include secondary column or GC/MS confirmation, when required.
Travel blanks & field equipment blanks are charged as samples.

*Target analyte list to be supplied by client. \$375.00 price is for EPA priority pollutant list (not including 2, 3, 7, 8 -TCDD, chlorinated Pesticides & PCB's).

**Soils, Solids, Oils, Sludges & Hazardous Wastes
22 CCR W.E.T.
Extractions & Analyses**

Analysis	Price	
Non-Volatiles Extraction (Water)	\$ 40.00	
Hexavalent Chromium (Cr ⁺⁶)	\$ 25.00	
Non-Volatiles Extraction (Citrate)	\$ 40.00	
Metals:	\$270.00	
Antimony	Cobalt	Selenium
Arsenic	Copper	Silver
Barium	Lead	Thallium
Beryllium	Mercury	Vanadium
Cadmium	Molybdenum	Zinc
Chromium	Nickel	
EPA Method 8081/8082		\$200.00
Aldrin	DDT	Methoxychlor
Chlordane	Dieldrin	PCB's
DDD	Endrin	Toxaphene
DDE	Heptachlor	
EPA Method 8151		\$175.00
2,4-D and Silvex (2,4,5, TP)		
EPA Method 8270		\$200.00
Kepone, Mirex, Pentachlorophenol & 2, 3, 7, 8-TCDD (Dioxin Scan per EPA 625)		
EPA Method 8260		\$100.00
TCE		
EPA Method 9214		\$ 55.00
Fluoride		
TOTAL CCR W.E.T. Analysis		\$1105.00
(Excluding Asbestos & Dioxin Confirmation)		
Asbestos & 2,3,7,8-TCDD (Dioxin Confirmation by EPA Method 8280)		Upon Request
Samples are sent to a DHS approved laboratory.		

**Soils, Solids, Oils, Sludges & Hazardous Wastes
40 CFR T.C.L.P.
Extractions & Analyses**

Analysis	Price
Non-Volatiles Extraction	\$ 50.00
Metals:	\$ 135.00
Arsenic	Chromium
Barium	Lead
Cadmium	Mercury
Selenium	
Silver	
EPA Method 8081	\$ 100.00
Chlordane	Heptachlor Epoxide
Endrin	Lindane
Heptachlor	Methoxychlor
	Toxaphene
EPA Method 8151	\$ 175.00
2,4-D and Silvex	
EPA Method 8270	\$ 375.00
p, m & o-Cresols	Hexachloroethane
2, 4-Dinitrotoluene	Nitrobenzene
Hexachlorobenzene	Pentachlorophenol
Hexachloro-1, 3-Butadiene	Pyridine
	2, 4, 5-Trichlorophenol
	2, 4, 6-Trichlorophenol
Volatiles Extraction (ZHE) Zero Headspace	\$ 100.00
EPA Method 8260	\$ 225.00
Benzene	1, 4-Dichlorobenzene
Carbon Tetrachloride	1, 2-Dichloroethane
Chlorobenzene	1, 1-Dichloroethylene
Chloroform	MEK
	PCE
	TCE
	Vinyl Chloride
TOTAL T.C.L.P. Analysis	\$1160.00

**Soils
Fuel Tank Removal
Miscellaneous & EPA Methods**

Analysis	Method	Price
Total Petroleum Hydrocarbons (TPH)		
Total Recoverable Petroleum Hydrocarbons	Spectrophotometric	\$ 85.00
Total Volatile Hydrocarbons (EPA 8015)		
Gasoline Range Organics (GRO) only	GC/FID	\$ 60.00
Total Semi-Volatile Hydrocarbons (EPA 8015)		
Diesel Range Organics (DRO) only	GC/FID	\$ 60.00
EPA Method 8260		
Benzene, Toluene, Xylenes & Ethylbenzene (B-T-X-E and MTBE)	GC/MS	\$120.00
Total Lead (Pb)	Acid Digest/ICP-MS	\$ 30.00
Extractable Lead (Pb)/22 CCR §66261 (Appendix II)	W.E.T./ICP-MS	\$ 55.00

Appendix A

Groundwaters / Monitoring Wells

Note: Groundwater monitoring programs are often project and program specific. Depending on the lead regulatory authority (i.e. DTSC, RWQCB, USEPA, etc.), project plans may require a mixture of various analytical protocol. Monitoring wells usually provide aqueous samples with matrices similar to many drinking waters and wastewaters and, as such, are priced accordingly.

Analytes of Concern	Analytical Methods required found in:	Analyte Priced as found on page(s)
Anions and cations, residues, nutrients, demand constituents	SW 846; Drinking water methods; wastewater methods	2
Metals	SW 846 (6000 and 7000 series); Water and wastewater methods (200 series)	3
Organics	500 series, 600 series, 8000 series	Appendix B
TOC	SM 5310B	2 and 11
1,4 Dioxane	8270M	\$ 370.00
NDMA	8270M or 521	\$ 370.00

Appendix B
Methods for Organic Determinations
Numerical Listings

Method	Analyte	ESB Certified Method Used as Approved Alternative	Price	Cross-Ref. Page(s)
314.0	Perchlorate		\$ 55.00	2
314.1	Perchlorate	314.0	\$ 55.00	2
331.0	Perchlorate by HPLC/MS/MS	332.0	\$175.00	2
332.0	Perchlorate by IC/MS(MS)		\$175.00	2
415.1	TOC	SM 5310B	\$ 45.00	2
418.1	Petroleum Hydrocarbons by IR		\$ 85.00	2, 16
420.1	Phenolics		\$ 40.00	2
420.2	Phenolics (low level)		\$ 55.00	2
425.1	MBAS	SM 5540C	\$ 45.00	2
450.1	TOX	SM 5320B	Upon Request*	--
501.3	Total THM's	524.2	\$ 75.00	4, 7
502.2	Volatiles by GC	524.2	\$200.00	4, 5
504.1	EDB, DBCP		\$ 85.00	4, 5, 6
505	Chlorinated Pesticides & PCB's	508	\$150.00	4
506	Phthalates & Adipates	525.2	\$175.00	4
507	N-P Pesticides	525.2	\$150.00	4, 5, 6
508	Chlorinated Pesticides & PCB's		\$150.00	4, 5, 6
508A	PCB's as DCB	508 (as screen)	\$100.00	4, 5, 6
510.1	Maximum Potential THM's	524.2	\$125.00	4
515.1	Chlorinated Herbicides	515.3	\$175.00	4, 5, 6
515.2	Chlorinated Herbicides	515.3	\$175.00	4, 5, 6
515.3	Chlorinated Herbicides	515.3	\$175.00	4, 5, 6
515.4	Chlorinated Herbicides	513.3	\$175.00	4, 5, 6
521	Nitrosamines		\$375.00	8
524.2	Volatiles by GC/MS		\$200.00	4, 5
525.2	Semivolatiles by GC/MS		\$175.00 & up	4, 5, 6
527	Pesticides and Flame Retardants		\$350.00	8
529	Explosives		\$350.00	8
531.1	Carbamates		\$175.00*	4, 5, 6
535	Acetamide Herbicide Degradates		\$400.00	8
547	Glyphosate		\$175.00*	4, 5, 6
548.1	Endothall		\$175.00	4, 5, 6
549.1	Diquat & Paraquat		\$150.00*	5
550/550.1	PAH's	525.2	\$175.00	4
551.1	Chlorinated DBP's		Upon Request*	--
552.1	Haloacetic DBP's	SM 6251B	\$120.00	4, 7
555	Chlorinated Herbicides	515.3	\$175.00	4, 5, 6
601	Chlorinated Volatiles	624	\$225.00	9
602	Aromatic Volatiles	624	\$225.00	9

*Subcontracted.

Prices Effective January 1, 2014

Babcock Laboratories, Inc.

951-653-3351

Appendix B
Methods for Organic Determinations
Numerical Listings

Method	Analytes	ESB Certified Method Used as Approved Alternative	Price	Cross-Ref. Page(s)
603	Acrolein & Acrylonitrile	624	\$225.00	9
604	Phenols by GC	625	\$175.00	9
605	Benzidine	625	\$175.00	9
606	Phthalates	625	\$175.00	9
607	Nitrosoamines	625	\$175.00	9
608	Chlorinated Pesticides & PCB's		\$200.00	9
608.1/608.2	Misc. Chlorinated Pesticides	608	\$200.00	9
609	Nitroaromatics & Isophorone	625	\$175.00	9
610	PAH's	625	\$175.00	9
611	Haloethers	625	\$175.00	9
612	Chlorinated Hydrocarbons	625	\$175.00	9
613	2,3,7,8-TCDD (Dioxin)		\$550.00*	--
614	Misc, O-P Pesticides	525.2	\$150.00	--
615	Chlorinated Herbicides	515.3	\$175.00	9
617	Misc. Chlorinated Pesticides	608	\$200.00	9
619	Triazine Pesticides	525.2	\$150.00	--
622	Misc. O-P Pesticides	525.2	\$150.00	--
624	Volatiles by GC/MS		\$225.00	9
625	Semivolatiles by GC/MS		\$375.00	9
630/630.1	Dithiocarbamates		Upon Request*	--
632/632.1	Carbamate Pesticides by HPLC		Upon Request*	--
633/633.1	Organonitrogen Pesticides	525.2	\$150.00	--
1311	TCLP-ZHE (Extraction only)		\$100.00	11, 15
1311	TCLP Bottle (Extraction only)		\$ 50.00	11, 15
1613	Dioxins (2,3,7,8-TCDD)		\$550.00*	5, 6
1624	Volatiles by Isotope MS	624	\$220.00	--
1625	Semivolatiles by Isotope MS	625	\$375.00	--
1658	Chlorophenoxy Herbicides	515.3	\$175.00	9
1660	Pyrethins, Fenvalerate		Upon Request	--
1664	TPH/Oil & Grease		\$ 50.00	2
3510	Sep. Funnel Extraction		N/C**	11
3520	Cont. Liq./Liq. Extraction		N/C**	11
3540	Soxhlet Extraction		N/C**	11
3541	Automated Soxhlet	3540	N/C**	11
3545	Accelerated Extraction	3540	N/C**	11

*Subcontracted.

**N/C = No charge; included with determinative method

Appendix B
Methods for Organic Determinations
Numerical Listings

Method	Analytes	ESB Certified Method Used as Approved Alternative	Price	Cross-Ref. Page(s)
3550	Ultrasonic Extraction		N/C**	11
3580	Waste Dilution		N/C**	11
3610/3611	Alumina Clean-up		N/C**	11
3620	Florisil Clean-up		N/C**	11
3630	Silica Gel Clean-up		N/C**	11
3650	Acid-Base Clean-up		N/C**	11
3660	Sulfur Clean-up		N/C**	11
3665	Sulfuric Acid/Permanganate Clean-up		N/C**	11
3810	Headspace		N/C	--
3820	Hexadecane Extraction		N/C	--
5030/5035	Purge & Trap		N/C	--
5040/5041	Sorbant Cartridges		Upon Request*--	
5050	Bomb Preparation		\$ 50.00	11
5310B (std.meth.)	TOC		\$ 45.00	7
5320B (std.meth.)	TOX		Upon Request*--	
5910 (std.meth.)	UV 254 Absorbance		\$ 50.00	7
6251B (std.meth.)	Haloacetic DBP's		\$120.00	4, 6, 7
6610 (std.meth.)	Carbamates	531.1	\$175.00*	4, 5, 6
6651 (std.meth.)	Glyphosate	547	\$175.00*	4, 5, 6
6860	Perchlorate by IC/MS/MS		\$175.00	2, 11
8010	Halogenated Volatiles	8260	\$225.00	13
8011	EDB & DBCP		\$ 85.00	13
8015	Non-Halogenated Volatiles	8260	\$225.00	13
8015-"Modified"	Petroleum Hydrocarbons	ESB-SOP's	Various	16
8020	Aromatic Volatiles	8260	\$225.00	13
8021	Volatiles by GC	8260	\$225.00	13
8030	Acrolein & Acrylonitrile	8260	\$120.00	13
8031	Acrylonitrile	8260	\$120.00	13
8040/8041	Phenols by GC	8270	\$175.00	13
8060/8061	Phthalates	8270	\$175.00	13
8070	Nitrosamines	8270	\$175.00	13
8080	Chlorinated Pesticides & PCB's	8081& 8082	\$200.00	13, 14
8081	Chlorinated Pesticides		\$100.00	13
8082	PCB's		\$100.00	13
8090/8091	Nitroaromatics & Ketones	8270	\$175.00	13
8100	PAH's	8270	\$175.00	13
8110/8011	Haloethers	8270	\$175.00	13
8120/8121	Chlorinated Hydrocarbons	8270	\$175.00	13

*Subcontracted.

**N/C = No charge; included with determinative method

Prices Effective January 1, 2014

Babcock Laboratories, Inc.

951-653-3351

Appendix B
Methods for Organic Determinations
Numerical Listings

Method	Analytes	ESB Certified Method Used as Approved Alternative	Price	Cross-Ref. Page(s)
8140	O-P Pesticides	8141	\$175.00	13
8141	O-P Pesticides		\$175.00	13
8150	Chlorinated Herbicides	8151	\$175.00	13, 15
8151	Chlorinated Herbicides		\$175.00	13
8240	Volatiles by GC/MS	8260	\$225.00	13
8250	Semivolatiles by GC/MS	8270	\$375.00	13
8260	Volatiles by GC/MS		\$225.00	13, 14, 15, 16
9058	Perchlorate on Soils		\$100.00	11
8270	Semivolatiles by GC/MS		\$375.00	13, 14, 15
8280	Dioxins & Furans		Upon Request*	14
8290	Dioxins & Furans		Upon Request*	--
8310	PAH's	8270	\$175.00	13
8315	Formaldehyde (Aldehydes)		Upon Request*	--
8318	Carbamates		Upon Request*	--
9020	TOX	SM 5320B	Upon Request*	--
9060	TOC	SM 5310B	\$ 45.00	11
9065/9066	Phenolics		\$ 55.00	13
9070	Total Recoverable O & G		\$100.00	13
9071	O & G in Sludge		\$100.00	13
9076	Total Chlorine in Oil		\$200.00	11

*Subcontracted.

Notes:

- 1) The method references listed in this appendix refer to the latest promulgated revisions, even though the SW 846 method numbers herein do not include the appropriate letter suffix (for brevity and convenience).
- 2) Babcock Laboratories, Inc. will utilize the methods listed in the column entitled "ESB Certified Method Used as Approved Alternative" whenever the alternative method appears in this appendix. If this alternate method will not meet your specific project requirements, please let us know so we can arrange for the protocol you require.
- 3) The method numbers listed in this appendix are primarily EPA methods. The remaining methods are found in **Standard Methods for the Examination of Water and Wastewater**, 20th and 21st Editions. (except where noted). If you require a specific analytical method not referenced in this appendix (i.e., other EPA or APHA/AWWA methods or any NIOSH, ASTM, CARB, etc. methods) please inquire.

Appendix C Sample Containers, Preservation Techniques, and Holding Times For Aqueous Matrices

Bacteriological Analyses

<u>Determination</u>	<u>Method</u>	<u>Container/ Min. Volume (mL)</u>	<u>Preservative</u>	<u>Holding Time¹</u>
Coliform, Total	SM9221B, SM9223	P, G/Sterile/100	<10°C ¹²	6hrsWW/ 8hrsSW/ 30hrsDW
Coliform, Fecal	SM9221E, SM9223	P, G/Sterile/100	<10°C ¹²	6hrsWW/ 8hrsSW/ 30hrsDW
Enterococcus	SM9230B	P, G/Sterile/100	<10°C ¹²	6hrsWW/ 8hrsSW/ 30hrsDW
	ASTM D650399	P, G/Sterile/100	<10°C ¹²	6hrsWW/ 8hrsSW/ 30hrsDW
Heterotrophic Plate Ct.	SM9215B	P, G/Sterile/100	<10°C ¹²	6hrsWW/ 8hrsSW/ 30hrsDW
Streptococcus, Fecal	SM9230B	P, G/Sterile/100	<10°C ¹²	6hrsWW/ 8hrsSW/ 30hrsDW

Inorganic and Wet Chemistry Analyses

<u>Determination</u>	<u>Method</u>	<u>Container/ Min. Volume (mL)</u>	<u>Preservative</u>	<u>Holding Time¹</u>
Alkalinity*	SM2320B	P, G/500	≤6°C	14 days
Ammonia	SM4500NH3H	P, G/100	≤6°C, H ₂ SO ₄	28 days
Asbestos	100.2	P/1000	≤6°C	48 hours ¹³
BOD*	SM5210B	P, G/1000	≤6°C	48 hours
Boron	200.7	P/500	HN0 ₃ ⁸	6 months
Bromate	300.1	P, G/100	≤6°C, EDA	28 days
Bromide*	300.1	P, G/100	None	28 days
Cations (Ca, Mg, Na, K)	200.7	P, G/500	HN0 ₃ ⁸	6 months
COD	SM5220D	P, G/100	≤6°C, H ₂ SO ₄	28 days
Chloride*	300.0	P, G/100	None	28 days
Chlorine demand	SM2350B	P, G/1000	None	15 minutes
Chlorine dioxide*	SM4500ClO ₂ D	P, G/100	None	15 minutes
Chlorine, residual*	SM4500ClG	P, G/100	None	15 minutes
Chlorate	300.1	P, G/100	≤6°C, EDA	28 days
Chlorite	300.1	P, G/100	≤6°C, EDA	14 days
Chromium-Hexavalent	SM3500CrD	P, G/100	≤6°C, NH ₄ Buffer ¹⁵	28 days
Chromium-Hex. (low level)	218.6	P, G/500	≤6°C, NH ₄ Buffer ¹⁵	28 days
	7199	P, G/500	≤6°C	24 hours
Color*	SM2120B	P, G/100	≤6°C	48 hours
Cyanide	SM4500CN CE, G	P, G/250	≤6°C ⁶ , NaOH ¹⁴	14 days
Dissolved Oxygen	SM4500 O C	G/300	Fixed on site	8 hours
Flashpoint	1010	G/500	None	Not Specified
Fluoride*	SM4500 FC	P/100	None	28 days
Hardness (Total)	200.7	P, G/500	HN0 ₃ ⁸	6 months
Metals ICP (inc. Cations)	200.7, 6010B	P, G/500	HN0 ₃ ⁸	6 months
Metals ICPMS	200.8, 6020	P, G/500	HN0 ₃ ⁸	6 months
Mercury	7470, 7471, 200.8	P, G/500	HN0 ₃ ⁸	28 days
	SM3112B	P, G/500	HN0 ₃ ⁸	28 days
Nitrate*	300.0	P, G/100	≤6°C	48 hours
Nitrite*	SM4500NO ₂ B	P, G/100	≤6°C	48 hours
Nitrogen—Total Kjeldahl	351.2	P, G/500	≤6°C, H ₂ SO ₄	28 days
Odor	SM2150B	P, G/100	≤6°C	48 hours
Oil & Grease	1664	G-A/500 ¹⁰	≤6°C, H ₂ SO ₄	28 days
PCBSA*	300.0	P, G/100	None	28 days
Perchlorate*	314	P, G/100	≤6°C	28 days

Appendix C Sample Containers, Preservation Techniques, and Holding Times For Aqueous Matrices

Inorganic and Wet Chemistry Analyses

<u>Determination</u>	<u>Method</u>	<u>Container/ Min. Volume (mL)</u>	<u>Preservative</u>	<u>Holding Time¹</u>
Perchlorate (low level)	332.0/6860	P,G/100 sterile	≤6°C	28 days
pH*	SM4500H+B	P,G/100	None	15 minutes
Phenols	420.4	G-A/250	≤6°C ⁶ , H ₂ SO ₄	28 days
Phenols (low level)	SM5530C	G-A/1000	≤6°C, H ₂ SO ₄	28 days
Phosphates – Ortho*	SM4500P E	P,G/100	≤6°C	48 hours
Phosphorus, Total (as P)	SM4500P E	P,G/100	≤6°C, H ₂ SO ₄	28 days
Silica, Reactive*	SM4500 SiO ₂ C	P/500	≤6°C	28 days
Silica, Total	200.7	P/500	HN0 ₃ ⁸	6 months
Solids-Dissolved-TDS*	SM2540C	P,G/500	≤6°C	7 days
Solids-Suspended-TSS*	SM2540D	P,G/500	≤6°C	7 days
Solids-Total*	SM2540B	P,G/500	≤6°C	7 days
Solids-Settleable Solids	SM2540F	P,G/2000	≤6°C	48 hours
Solids-Volatile*	160.4	P,G/500	≤6°C	7 days
Specific Conductance-EC*	SM2510B	P,G/100	≤6°C	28 days
Sulfate*	300.0	P,G/100	≤6°C	28 days
Sulfide, dissolved	SM4500S D	P,G/100 ⁹	≤6°C, zero headspace	ASAP/7 floc -ZnAc
Sulfide, total	SM4500S D	P,G/100	≤6°C, NaOH, ZnAcetate	7 days
Surfactants (MBAS)*	SM5540C	P,G/500	≤6°C	48 hours
Turbidity*	SM2130B	P,G/100	≤6°C	48 hours
Uranium	200.8	P,G/500	HN0 ₃ ⁸	6 months
UV-254	SM ^{20th} 5910B	G-TLC-A/250	≤6°C	2 days
Volatile Acids	SM5560C	P,G/500	≤6°C	7 days

Organic Analyses

<u>Determination</u>	<u>Method</u>	<u>Container/ Min. Volume (mL)</u>	<u>Preservative</u>	<u>Holding Time¹ Extraction/Analysis</u>
Semivolatiles, N.P. Pest.	525	G-TLC-A/1000	≤6°C ³ , HCl	14/30 days
Base/Neutrals/Acid	625	G-TLC-A/1000	≤6°C ³	7/40 days
	8270	G-TLC-A/1000	≤6°C ³	7/40 days
Carbamates	531.1	VOA-G-A/3 x 40 vials	≤6°C, Na ₂ S ₂ O ₃ , MCAA ⁴	28 days
Chlorinated pests/PCBs	508	G-TLC-A/1000	≤6°C ³	7/14 days ⁷
Chlorinated pesticides	608,8081	G-TLC-A/1000	≤6°C ³	7/40 days ⁷
Polychlorinated Biphenyls	608	G-TLC-A/1000	≤6°C	1year/1year
	8082	G-TLC-A/1000	≤6°C	7/40 days
Chlorinated Herbicides	515.3	G-TLC-A/1000	≤6°C ³	14/14 days
	8151	G-TLC-A/1000	≤6°C ³	7/40 days
Diesel Range Organics	8015B	VOA-G/4 x 40 vials, TB ²	≤6°C, HCl or H ₂ SO ₄	14 days recom.
Dioxins	1613B	G-A/1000	≤6°C ³	30 days
Diquat	549.1	P/1000	≤6°C ³	7 days for ext ¹³
EDB and DBCP	504,8011	VOA-G-A/3 x 40 vials	≤6°C, Na ₂ S ₂ O ₃	14 days
Endothall	548.1	G-A/500	≤6°C ³	7/14 days
Ethylene Glycol	GCFID	G-TLC-A/1000	≤6°C	40 days
Gasoline Range Orgs.	8015B	VOA-G/4 x 40 vials	≤6°C, HCl	14 days recom.
Glyphosate	547	VOA-G/3 x 40 vials	≤6°C, Na ₂ S ₂ O ₃	14 days ⁷
Haloacetic Acids	SM ^{19th} 6251B	VOA-G/4 x 40 vials	≤6°C, NH ₄ Cl	9/21 days
Organophos. Pests.	8141	G-TLC-A/1000	≤6°C ³	7/40 days ⁷

Appendix C Sample Containers, Preservation Techniques, and Holding Times For Aqueous Matrices

Organic Analyses

<u>Determination</u>	<u>Method</u>	<u>Container/ Min. Volume (mL)</u>	<u>Preservative</u>	<u>Holding Time¹ Extraction/Analysis</u>
Total Organic Carbon	SM5310B	P,G/4 x 40 vials	≤6°C, H ₂ SO ₄	28 days
Total Organic Halogen	SM ^{20th} 5320B	G-TLC-A/250	≤6°C ³ , H ₂ SO ₄	28 days
TPH	418.1	G-TLC-A/1000	≤6°C, H ₂ SO ₄	28 days
Trihalomethanes	524.2	VOA-G-A/4 x 40 vials	≤6°C, NH ₄ Cl	14 days
Volatile Organics	524.2, 624, 8260	VOA-G/4 x 40 vials, TB ²	≤6°C, HCl ³	14 days

Radiochemistry Analyses

<u>Determination</u>	<u>Method</u>	<u>Container/ Min. Volume (mL)</u>	<u>Preservative</u>	<u>Holding Time¹ Extraction/Analysis</u>
Gross Alpha	900.0, 9310	P,G/1000	HN ₃ ⁵	6 months
Gross Beta	900.0, 9310	P,G/1000	HN ₃ ⁵	6 months
Uranium	908.0	P,G/1000	HN ₃ ⁵	6 months
Radium 226	903.1	P,G/1000	HN ₃ ⁵	6 months
Radium 228	904.0, 9320	P,G/2000	HN ₃ ⁵	6 months
Radon	913	G-TLC-A /2 x 250 ¹¹	≤6°C	4 days
Strontium 90	905.0	P,G/1000	HN ₃ ⁵	6 months
Tritium	906.0	G/1000	None	6 months

Notes:

G=Glass, P=Polyethylene (plastic), G-A=Amber Glass, VOA=Vial with Teflon-lined septum – zero head space, G-TLC-A=Amber Glass with Teflon-lined cap, Recom.=recommended, DW = drinking water, SW = source water, WW = wastewater, °C = degrees Celcius, floc = flocculate, EDA = Ethylenediamine.

SM refers to Standard Methods for the Examination of Water and Wastes, 18th Edition unless otherwise noted. All other methods referenced are EPA numbers.

* All of these analyses can be performed out of one 1/2 gallon plastic container.

1. Holding times per 40 CFR 141 for drinking waters, and CFR 136.3 for wastewaters.

2. Travel Blank (also preserved with HCl).

3. If Chlorine Residual is present, sodium thiosulfate or sodium sulfite (525) is needed to neutralize free chlorine. Dechlorinator must be added prior to acidification. If it is not added at the time of collection, dechlorinator is added to nonvolatile samples (except 549) at the time of extraction to ensure that residual chlorine is not present. Consult method.

4. Monochloroacetic acid (MCAA) buffer (pH3) is added at the ratio of 1.2 mL per 40 mL sample.

5. Sample preserved at lab after Electrical Conductivity is checked.

6. Preserved sample is screened for chlorine as necessary and treated at lab. See SOP A06 for more details.

7. See method exceptions.

8. Sample can be preserved at lab in its original container and must be held ≥ 24 hrs. prior to analysis.

9. Collect grab sample in 1 quart plastic container, fill completely, eliminating all headspace.

10. Grab sample only.

11. Consult laboratory for special instructions.

12. With Sodium thiosulfate

13. Analysis is subbed out. Please allow extra time for short holding time analyses.

14. Client submits unpreserved sample which is screened for sulfide and chlorine as necessary and preserved to pH>12 with NaOH upon receipt to the laboratory. See SOP A06 for more details.

15. Client submits unpreserved sample which is filtered as necessary and preserved by the laboratory to pH 9.3-9.7 with NH₄ buffer within 24 hours.

Basic Sampling Guidelines

- A. Always utilize proper sampling containers and preservatives.
- B. For organic analytes, all bottles should have Teflon lined caps, vials should have Teflon lined septa.
- C. Soil samples are typically collected in brass or steel tubes and wide mouth jars (500ml) with Teflon-lined caps. Sludges should be collected in wide mouth jars, not brass or steel tubes. Store at $\leq 6^{\circ}\text{C}$**
- D. Aqueous samples for volatile analyses should not have head space between the sample matrix and septum, or bubbles within the sample.
- E. Samples requiring organic analyses should never be handled with plastic implements, latex gloves, or stored in plastic containers. Glass is the only acceptable container (except EPA 549).
- F. Always use trip blanks when samples require volatile analyses. Fill completely, eliminate all headspace.
- G. Keep samples isolated from all possible sources of contamination (i.e., gasoline refueling operations, solvents, paints, lacquers, and adhesives).
- H. Always complete a Chain-of-Custody form.
- I. Use blue ice packs in coolers when possible.
- J. Deliver samples directly to the laboratory as soon as possible.



ENTHALPY ANALYTICAL, INC.

931 W Barkley Ave., Orange, CA 92868

Phone: (714) 771-6900 Fax: (714) 771-9933

**Fuscoe - Preferred Rate Sheet
Water/Soil Price Guide
Valid Through 12-31-2018**

Analysis Description	Analytical Method	Unit Rate
Organics		
Volatile Organic Compounds	EPA 8260B/624	\$ 90.00
VOCs - BTEX/Oxygenates Only	EPA 8260B/624	\$ 55.00
TPH-Gas (purgable)	EPA 8015B(M)	\$ 40.00
TPH-Diesel/Oil (extractable)	EPA 8015B(M)	\$ 50.00
TPH-Carbon Chain	EPA 8015B(M)	\$ 60.00
Semivolatile Organic Compounds	EPA 8270C/625	\$ 150.00
PAHs	EPA 8270C SIM	\$ 115.00
Organochlorine Pesticides	EPA 8081	\$ 90.00
PCB	EPA 8082	\$ 60.00
Organophosphorus Pesticides	EPA 8141	\$ 140.00
Organochlorine Herbicides	EPA 8151	\$ 140.00
Air		
VOCs	EPA T0-15	\$ 150.00
Gasoline/TNMOC (C1-C6)	EPA T0-3	\$ 55.00
Fixed Gases	ASTM D 1946	\$ 85.00
Summa Canister Rental	N/A	\$ 25.00
Flow Controller Rental	N/A	\$ 20.00
Chemistry		
Anions (individual)	EPA 300.0	\$ 15.00
Bioassay (Haz Waste)	EPA 600/4-90/027F	\$ 225.00
BOD(5)	SM 5210 B	\$ 45.00
COD	SM 5220 D	\$ 25.00
Cyanide (Total)	SM 4500 CN E/G	\$ 45.00
MBAS	SM 5540 C	\$ 50.00
Oil and Grease	EPA 1664	\$ 40.00
pH	SM 4500 H+B/EPA 9045D	\$ 12.00
Residual Chlorine	SM 4500 Cl F	\$ 15.00
Sulfide	SM 4500 S2 D	\$ 30.00
TDS	SM 2540 C	\$ 15.00
TSS	SM 2540 D	\$ 15.00
Total Organic Carbon	SM 5310 D/EPA 9060A	\$ 40.00
Turbidity	SM 2130 B	\$ 12.00
Microbiology		
Total Coliform/E. Coli MTF	SM 9221B	\$ 25.00
Total Coliform/E. Coli P/A	SM 9223	\$ 25.00
Heterotrophic Plate Count	SM 9215	\$ 30.00
Enterococcus	SM 9230B	\$ 50.00
Legionella	CDC Legion	\$ 100.00
Metals		
CAM 17 Metals	EPA 6010B/7470A/7471A	\$ 90.00
Single Metal Analysis ICP	EPA 6010B/200.7	\$ 15.00
Single Metal Analysis ICP-MS	EPA 6020/200.8	\$ 20.00
Mercury	EPA 7470A/7471A/245.1	\$ 25.00
Leachate Extraction (STLC/TCLP)	EPA 1311	\$ 35.00
Hex Chromium	EPA 218.6	\$ 60.00

NOTES:

Lab Hours: Monday-Friday 8:00am - 6:00pm --- Saturday 9:00am - 12:00pm

Standard TAT: 5-7 business days and begins the next business day for samples received after 3:00pm.

Rush TAT Surcharges: Same Day - 200% 1 Day - 100% 2 Day - 75% 3 Day - 50% 4 Day - 35%



TestAmerica Irvine
17461 Derian Ave
Suite 100
Irvine, CA 92614-5817

Tel: (949) 261-1022
Fax: (949) 260-3297

August 30, 2017

Sarah Johnson
Fusco Engineering
16795 Von Karman, Suite 100
Irvine, CA 92606
sjohnson@fuscoe.com
Tel: (949) 474-1960

Subject: Analytical Services Proposal - Stormwater
TestAmerica Irvine Quotation Number 44018724 Rev.1

Dear Sarah Johnson;

We appreciate the opportunity to provide your company with a quotation for the Stormwater project. We firmly believe that TestAmerica has a unique combination of full service capabilities, technical expertise, local service options, and online resources necessary to ensure successful project outcomes.

This quote is based on unit pricing. Please review the Exceptions & Clarifications under Project Details on page 4. Please note that courier service is not provided for stormwater samples. You will need to make sure that the limits provided in this quote meet your requirements.

This quote was revised to include the cost for each stormwater kit and to extend the quote expiration date out three years.

At TestAmerica, quality is the hallmark of our business. To ensure your project's data quality objectives are met; we offer experienced personnel who are trained and committed to completing your analytical project on time, a fully documented QA/QC program, and state-of-the-art laboratory equipment and facilities. In addition to being a full service laboratory, we are part of the nation's largest network. This provides access to an unparalleled spectrum of capabilities and turn around time options, all through a single point of contact.

Total Access is a web portal offering you customizable, real time access to data. With 24 hour access you can perform data trending, compare data to industry or project limits, track CoCs, invoices, reports and much more.
Level IV Deliverables/Customizable EDDs that are high resolution, text searchable reports, available in virtually any format.

Extensive Experience: Project Managers with in-depth knowledge of regulatory protocols and procedures.

Nationwide Logistical Support: bringing you an extensive courier network, service centers and shipping options throughout the U.S. and abroad.

Dioxins/Furans, Air, Radiochemistry, IH and other specialty analyses are offered alongside routine soil and water methods with seamless reports and consolidated EDDs.

The following quotation contains a detailed price breakdown, as well as any notes and clarifications pertaining to your project. We thank you for considering TestAmerica and we hope you will agree that our qualifications, coupled with our competitive pricing, provide the value that your company needs for this project. If you have any questions or need additional information, please contact me at 949 260-3221 or pat.abe@testamericainc.com.

Pat Abe
Client Relations Manager

TestAmerica Irvine
17461 Derian Ave
Suite 100
Irvine, CA 92614-5817

Prepared for:

Sarah Johnson
Fusco Engineering
16795 Von Karman, Suite 100
Irvine, CA 92606
sjohnson@fuscoe.com
Tel: (949) 474-1960

Prepared by Abe, Pat T
Date 8/30/2017
Expiration Date 8/30/2020
Est. Start Date

Project: Stormwater**Quote Number: 44018724 - 1****Stormwater****TAT: 10_Days (Business Days)**

Matrix	Method	Test Description	Quantity	Unit Price	Extended Price
Water	1664A	HEM (Oil & Grease)	1	\$ 50.00	\$ 50.00
Water	SM 2540D	Solids, Total Suspended (TSS)	1	\$ 20.00	\$ 20.00
Water	SM 2540F	Solids, Settleable	1	\$ 20.00	\$ 20.00
Water	SM 2130B	Turbidity	1	\$ 15.00	\$ 15.00
Water	SM4500 S2 H	Unionized Hydrogen Sulfide (must request pH, Conductivity, Diss. Sulfide)	1	\$ 5.00	\$ 5.00
Water	SM 4500 H+ B	pH & temperature	1	\$ 15.00	\$ 15.00
Water	SM 2510B	Conductivity, Specific Conductance	1	\$ 18.00	\$ 18.00
Water	SM 4500 S2 D	Sulfide, Dissolved	1	\$ 35.00	\$ 35.00
Water	1664A	Total Petroleum Hydrocarbon (SGT-HEM)	1	\$ 50.00	\$ 50.00
Water	8015B	GRO (C4-C12)	1	\$ 35.00	\$ 35.00
Water	8015B	DRO (C13-C22) / ORO (C23-C40)	1	\$ 45.00	\$ 45.00
Water	200.7 Rev 4.4	% Sodium	1	\$ 25.00	\$ 25.00
Water	300.0	Nitrate-N, Nitrite-N	1	\$ 36.00	\$ 36.00
Water	351.2	Nitrogen, Total Kjeldahl	1	\$ 45.00	\$ 45.00
Water	Total Nitrogen	Nitrogen, Total (must request TKN, NO3-N, NO2-N)	1	\$ 5.00	\$ 5.00
Water	365.3	Phosphorus, Total	1	\$ 25.00	\$ 25.00
Water	SM 5540C	Methylene Blue Active Substances (MBAS)	1	\$ 50.00	\$ 50.00
Water	300.0	Fluoride	1	\$ 18.00	\$ 18.00
Water	SM 4500 Cl G	Total Residual Chlorine	1	\$ 25.00	\$ 25.00
Water	SM 4500 O G	Oxygen, Dissolved	1	\$ 0.00	\$ 0.00
Water	SM 9221B	Coliforms, Total (Multiple-Tube Fermentation)	1	\$ 40.00	\$ 40.00
Water	SM 9221E	Coliforms, Fecal (Multiple-Tube Fermentation)	1	\$ 40.00	\$ 40.00
Water	Enterolert	Enterococcus by Enterolert (Quantitray)	1	\$ 55.00	\$ 55.00
Water	624	Volatile Organic Compounds - Regulated Low Level List + client specific add-ons	1	\$ 85.00	\$ 85.00
Water	624	Acrolein, Acrylonitrile and 2-Chloroethylvinylether 624 Low Level List	1	\$ 50.00	\$ 50.00
Water	SM 4500 CN E	Cyanide, Total	1	\$ 40.00	\$ 40.00
Water	625	Semivolatile Organic Compounds - Standard Low Level List + NDMA	1	\$ 160.00	\$ 160.00
Water	608 PCB LL	Polychlorinated Biphenyls (PCBs) - Standard Low Level List	1	\$ 65.00	\$ 65.00
Water	608 Pesticides	Organochlorine Pesticide - Standard Low Level List	1	\$ 85.00	\$ 85.00
Water	218.6	Chromium, Hexavalent (Ion Chromatography)	1	\$ 75.00	\$ 75.00
Water	218.6 CR3	Chromium, Trivalent (Calculation) [must request Cr+6 & Cr]	1	\$ 5.00	\$ 5.00
Water	200.7 Rev 4.4	Iron	1	\$ 25.00	\$ 25.00
Water	200.8	7 ICP/MS metals (single metal = \$25; \$8 for each additional metal)	1	\$ 73.00	\$ 73.00
Water	245.1	Mercury (CVAA)	1	\$ 25.00	\$ 25.00

TestAmerica Irvine
17461 Derian Ave
Suite 100
Irvine, CA 92614-5817

Prepared for:

Sarah Johnson
Fusco Engineering
16795 Von Karman, Suite 100
Irvine, CA 92606
sjohnson@fuscoe.com
Tel: (949) 474-1960

Prepared by Abe, Pat T
Date 8/30/2017
Expiration Date 8/30/2020
Est. Start Date

Project: Stormwater**Quote Number: 44018724 - 1****Stormwater****TAT: 10_Days (Business Days) (to be analyzed by Sacramento)**

Matrix	Method	Test Description	Quantity	Unit Price	Extended Price
Water	1613B	2,3,7,8-TCDD	1	\$ 350.00	\$ 350.00
Water	1613B	Dioxins & Furans	1	\$ 525.00	\$ 525.00
Water	TEQ	Total TEQ Calculation (must request 1613B for Dioxins & FuransJ)	1	\$ 5.00	\$ 5.00
Total Stormwater					\$ 2,240.00

Quote Other Charges

Description	Quantity	Unit Price	Extended Price
Safe and Environmentally Responsible Waste Management (per sample)	1	\$ 1.50	\$ 1.50
Deliverables - Level II Report	1	\$ 0.00	\$ 0.00
Minimum Log-in Charge (\$100)	0	\$ 100.00	\$ 0.00
Stormwater Kit	1	\$ 50.00	\$ 50.00
Total Other Charge			\$51.50

Total Other Charges	\$ 51.50
Total Analysis Charges	\$ 2,240.00
Grand Total for Quote 44018724	\$ 2,291.50

***Quoted charges do not include sales tax. Applicable sales tax will be added to invoices where required by law.*

TestAmerica Irvine
17461 Derian Ave
Suite 100
Irvine, CA 92614-5817

ATTACHMENT 3

Prepared for:

Sarah Johnson
Fusco Engineering
16795 Von Karman, Suite 100
Irvine, CA 92606
sjohnson@fuscoe.com
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PROJECT DETAILS

Advantage

TestAmerica provides a national network of strategically located labs and service centers utilizing an integrated laboratory information management system (LIMS) to deliver seamless reports and EDDs. This unified capability facilitates sharing work between labs, taking advantage of our redundant capacity, to meet your project schedule and data quality objectives.

Details - Credit Card Prepayments

Clients whose initial project is less than \$500.00 or total project value is less than \$2,000.00 per year must maintain a credit card preauthorization on file. This authorization allows TestAmerica to charge a credit card **simultaneously** to releasing data, which ensures you receive your results as requested **without delay**.

In addition, clients without established terms must pay for samples prior to release of data.

Prior to sending your samples, please contact your Project Manager to set-up authorization. This procedure will ensure there are no delays with project start-up.

Details - Receiving Hours

Irvine Sample Receiving Hours

We are open to receive samples:
7 am to 7 pm Monday - Friday
9 am to 3 pm Saturday

Samples received after 5:00 pm M-F or anytime on Saturday, will be considered as received on the following business day for the purposes of calculating the TAT. The TAT will not commence until all issues regarding sample receipt have been resolved. TestAmerica's acceptance of samples is subject to available capacity and is contingent upon the creation of a mutually acceptable delivery schedule. Please contact your TestAmerica representative prior to sample shipment to schedule analyses. Samples should be shipped to the lab on the day they are collected. TestAmerica reserves the right to subcontract analyses if necessary, with prior approval by the client.

Exceptions and Clarifications

Holding Times

Please note the holding times which are listed starting on page 19. The microbiological analyses have an 8 hour holding time, which means that the sample must be delivered to the lab within 6 hours of sampling to allow the lab 2 hours to prep the sample for incubation. The lab must be notified in advance of incoming samples as soon as possible so the appropriate media will be available.

Calculation Methods

Please note that Hydrogen Sulfide, Total Nitrogen, and Total TEQ Calculation are calculations that require other analyses in order to perform the calculation. I have listed the additional tests required for each calculation which need to be included on the chain of custody (COC) when a sample is submitted. If you need the Total TEQ Calculation, you will need to supply additional information as to which "WHO" list you want and how you want the TEQs generated.

Metals

TestAmerica Irvine
17461 Derian Ave
Suite 100
Irvine, CA 92614-5817

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Since each sample may require a different set of metals, the price for a single metal is \$25 and \$8 for each additional metal.

TestAmerica Business Terms & Conditions

Confidentiality -

This quote has been prepared by TestAmerica Laboratories, Inc. ("TestAmerica"), solely for the use of the customer to whom it is addressed in evaluating TestAmerica's qualifications and capabilities in connection with a particular project. The user of this document agrees by its acceptance to return it to TestAmerica upon request and not to reproduce, copy, lend, or otherwise disclose its contents, directly or indirectly, and not to use it for any purpose other than that for which it was specifically provided. The user also agrees that where consultants or other outside parties are involved in the evaluation process, access to this document shall not be given to said parties unless those parties also specifically agree to these conditions. In the absence of signed acceptance, submittal of samples will indicate acceptance of this quotation.

Terms and Conditions -

This quotation is based solely upon TestAmerica's standard product (routine QA/QC, detection limits, deliverables and standard turnaround times) and noted exceptions herein. The discounts incorporated into the pricing are based upon the sample quantity, test method, and schedule quoted. Any deviations may impact pricing and/or the acceptance of work. Final acceptance of this work is contingent upon a mutually agreed Sample Delivery Schedule. All sales are subject to TestAmerica's Terms and Conditions **unless alternative terms have been agreed to in writing**. Submittal of samples will indicate acceptance of this quotation.

Quote Expiration -

Pricing listed in the proposal will expire **90 days** from the quote date unless the project is awarded/confirmed within that time period. Unless otherwise set forth in this quotation, TestAmerica reserves the right to re-evaluate pricing for extended length projects on an annual basis.

SERWM -

A fee, notated as Safe and Environmentally Responsible Waste Management (SERWM), will be applied to all invoices for each sample processed by the laboratory.

PROJECT SETUP

Field Sampling Products -

TestAmerica can provide field sampling products upon request and these products are billable to the client at the time of shipment.

Field sampling products may include, but are not limited to:

- VOA sampling devices, preservation kits, ISM supplies, tubing and filters
- Industrial Hygiene media, surface sampling wipes, source sampling traps

The cost of the soil sampling devices to comply with method SW5035A is not included in the quoted rates for volatile analysis.

Core Samplers

- 5 gram Core N' One and EnCore samplers are available at \$10 each (three to six required per sample).
- Disposable Core N' One T-Handles are available at \$15 each.
- TestAmerica does not supply EnCore T-Handles.

Field Preservation

- TerraCore Kits (varied) - quoted based on client required configurations
- Disposable Lock N' Load Handles are available at \$12 each.

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If any sampling supplies for soil VOCs are requested, they will be included in the quote under Other Charges.

Coolers and Sampling Supplies -

- Sampling Supplies: TestAmerica will provide sample containers and coolers to support the sampling of water and soil samples. Extra bottles may be provided (up to 10%) in case of breakage. TestAmerica expects that samples and supplies will be returned to the lab, including empty coolers and a reasonable percentage of the projected sample load - 70% or higher of the expected/quoted sample number. Coolers not received back by the projected deadline or as agreed with the PM may be charged at \$30 per cooler. Similarly, if the sample containers received as samples are less than 90% of the containers provided, the sample containers not received as samples will be charged at a flat rate of \$1 per container.
- Sample Container Shipping: The containers and preservatives required by the project shall be delivered via ground transportation. A minimum of **5 business days** advance notice is required in order to achieve shipment by ground transportation. Supply shipments requiring priority delivery due to insufficient lead time for ground transportation shall be charged to the client at TestAmerica's cost. Alternatively, TestAmerica can ship the supplies via carrier of choice by the client using the client's shipping account.

TestAmerica does not supply wet ice or blue ice for shipments. If shipping containers are not returned within 60 days, a charge for the containers will be billed at the current market rate. Please contact your PM for the current charges.

Courier Services and Sample Pick-Up -

Courier Services are offered by some TestAmerica facilities. Where offered, the cost of the services will vary based on the distance traveled, the scope of the project being supported, and whether sufficient notice (typically 48 hours) is provided to facilitate efficient scheduling. If no details are described in this quotation and you are interested in learning more about courier options, please contact your Client Relations Manager or Project Manager to inquire about availability and cost.

Minimum Log-In Charges -

TestAmerica's minimum charge is **\$100** for a group of samples received together for analysis. Our minimum invoice value is \$100.

QC Limit Disclaimer -

The laboratory's reporting limits, detection limits, and control limits are subject to change as these values are updated periodically to reflect analytical sensitivity and capability.

Turnaround Time -

- Quoted Turnaround Time - Data will be delivered at the proposed turnaround time in Business Days from Sample Receipt unless otherwise agreed upon. TAT begins the day the laboratory performing analyses receives the samples (day of lab receipt = day zero).

Samples received after 5 PM will be considered received the next business day.

- Expedited Turnaround Time: Expedited turnaround times may be available and must be pre-approved by the laboratory. Expedited turnaround delivery is contingent upon meeting the agreed upon delivery date/time and number of samples. Samples received after 5 PM will be considered received the next business day. Results will be provided via e-mail or TotalAccess by close of business in the lab's time zone unless another time has been

TestAmerica Irvine
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Sarah Johnson
Fusco Engineering
16795 Von Karman, Suite 100
Irvine, CA 92606
sjohnson@fuscoe.com
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agreed to in advance.

Expedited turnaround time surcharges for standard analyses are:

- 5 Business Days TAT = 25%
- 3 Business Days TAT = 50%
- 2 Business Days TAT = 75%
- 1 Business Day TAT = 100%

Different surcharges may apply for specialty analyses. These will be provided in your quotation. Weekend TAT can be arranged on a project-specific basis at an additional cost. Please contact your PM to inquire about availability and cost.

PROJECT DELIVERABLES

TestAmerica will provide two analytical report formats, a final report in PDF format and a standard TestAmerica EDD. Both electronic report formats will be delivered via email or web portal. If additional formats or retroactive deliverables are requested, costs of report generation will be billable. Charges will be based on labor and materials cost of report generation and data retrieval. Please contact your PM to inquire about availability and the price of additional deliverables.

- Report Format: Unless a level III or IV deliverable is specifically listed on the pricing page, this quotation includes delivery of a Level I or II report. Level III or IV reports are available at an additional charge.
- Electronic Data Deliverable Format: TestAmerica has many EDD formats available to our clients including the most widely used commercial formats. TestAmerica offers data using a standard EDD. Other EDD formats are available for a minimal cost of \$25 per format (if not included as part of the report options listed in the quotation). The development of EDD formats that are not already available, including modification to existing formats to fit client specific needs, can be provided for a fee starting at \$100. Additional fees will be estimated by the lab and approved by the client. Additional programming fees are billed at \$50/hour.

PROJECT SPECIFICATIONS

Cancellation Fee -

A fee will be charged for cancellation of samples/analyses after a project is received in the laboratory. The fee will be based on the status of analysis at the time of cancellation in accordance with the following categories:

- Received - 35%
- Prepped - 50%
- Analyzed - 95%

Changes in Scope and Work Revisions -

Project requirements must be agreed upon prior to sample receipt. Samples will be logged according to the chain of custody received with the samples. Changes after initiation of the project will be subject to additional charges, including labor time required to reset project, communicate changes to laboratory staff, and rework data. Turnaround time will be reset or rush surcharges will be assessed where applicable. Analyses added with less than 1/2 of the analytical hold time remaining will incur rush turnaround charges. Your project manager will evaluate project specific charges at the time a change order is received.

Held Samples -

TestAmerica Irvine
 17461 Derian Ave
 Suite 100
 Irvine, CA 92614-5817

Prepared for:

Sarah Johnson
 Fuscoe Engineering
 16795 Von Karman, Suite 100
 Irvine, CA 92606
 sjohnson@fuscoe.com
 Tel: (949) 474-1960

Prepared by Abe, Pat T
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Project: Stormwater

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- Held samples not analyzed: Samples submitted on hold will be billed at 35% of the analysis fee (minimum \$10/sample). If samples are later analyzed, the handling fee will be waived and only the analysis price will be charged. Samples taken off hold with less than 1/2 of the analytical hold time remaining may incur rush turnaround charges. Samples will be disposed of 30 days after the report for analyzed samples in the same job is issued, unless alternate archival arrangements are made in advance.
- Extracted/Prepped and Held samples: Samples submitted for prep and hold will be billed at 60% of the analysis fee for each prepped sample (minimum \$30/sample). Samples taken off hold with less than 1/2 of the analytical hold time remaining may incur rush turnaround charges. Samples will be disposed of 30 days after the report for analyzed samples in the same job is issued, unless alternate archival arrangements are made in advance.
- Extended archival of samples: Extended archival of samples (including held samples) may be available for a fee starting at \$2 per container per month (minimum \$10/sample). This fee will be billed in advance on a quarterly basis for every quarter after the standard sample retention time of 30 days after the report is issued. Fees for larger volumes, non-standard matrices or cold storage will be negotiated on a case-by-case basis. Please contact your PM to inquire about availability and pricing for samples that are sent to the lab and archived.

Matrix Spike/Spike Duplication (MS/MSD) Samples -

When MS/MSDs are not specifically requested, TestAmerica will strive to perform the required QC using whatever sample is available but will not report the QC results unless the client requests it. The reporting of client requested MS/MSD results will be charged at applicable unit rates. If MS/MSDs are specifically required or requested, the client must provide additional sample volume.

Multiple Dilutions Analyzed -

TestAmerica strives to analyze samples without dilution or with the minimum dilution required. Samples are diluted to bring the primary analyte within the calibration range of the instrument, to compensate for matrix co-extractives, or to prevent instrument contamination. TestAmerica will report the analytical run containing the highest concentration component/analyte in the sample within the calibrated (quantifiable) range of the method. Analytical screening runs are not reported. If project specific data quality objectives require additional runs, analyses will be billable unless otherwise noted in this quote. Please contact your PM to inquire about the availability of this service for your project.

Sample Disposal -

TestAmerica will dispose of non-hazardous samples, sample extracts and digestates 30 days after the final report is issued. Charges for disposal of non-routine or uniquely hazardous samples will be billed to the client. Alternatively, samples can be returned to the client for disposal. Cost of return shipping will be billable to the client.

Special Sample Handling Fees -

Unit prices assume that samples are a single-phase matrix and that analyses can be performed in accordance with the laboratory's standard analytical procedures. If additional handling is required, additional fees may apply. Examples of special handling include (but are not limited to):

- Matrices requiring additional dilutions or special clean up steps
- Multiphasic samples requiring separate preparations and/or analyses
- Particle size reduction or special sub-sampling procedures

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- Extra disposal costs for unique waste streams

Trip Blanks -

TestAmerica typically provides trip blanks with our sample kits containing volatile analysis. When samples are received at the laboratory with trip blanks, the lab will analyze, report and charge the unit rate for the analysis. Please add this sample to your chain of custody. If you do not want the trip blank analyzed, please note this on the COC.

ADDITIONAL BUSINESS TERMS AND CONDITIONS**Environmental Management Fee**

If this fee is included in the Other Charges section of the pricing page, a fee equal to the listed percentage of the total invoice amount will be applied to all work done under this quotation. The Fee will appear as a separate line item on each invoice. In the absence of any other firm pricing agreements, your sending work to us under this quotation will signify your acceptance of responsibility for payment of the Fee.

Field Parameters -

pH, Temperature, and Dissolved Oxygen analyses, along with Residual Chlorine screening, are properly performed and treated in the field at the time of sample collection. Laboratory analysis may result in a holding time exceedance qualifier.

Network or Subcontract Labs -

- Networking: TestAmerica reserves the right to perform the services at any laboratory in the TestAmerica network, unless the Client has required a particular location for the work.
- Subcontracting: TestAmerica reserves the right to subcontract services ordered by the Client to another laboratory or laboratories, if, in TestAmerica's sole judgment, it is reasonably necessary, appropriate or advisable to do so. TestAmerica will make every effort to notify the client prior to delivering samples to an out-of-network laboratory. TestAmerica will in no way be liable for any subcontracted services (outside the TestAmerica network) except for work performed at laboratories which have been audited and approved by TestAmerica.

Price Surcharge Due To Sample Volume -

Unless dictated by contract, this quotation is based on the scope of work defined in the quote request. If the volume of samples submitted is less than 70% of the projected volume, a surcharge of 10% of the total project cost may be assessed.

Professional and Administrative Services -

A variety of professional and administrative services are available. Prices for services not specifically detailed in this quotation will be billed in accordance with TestAmerica's Professional Rate Schedule.

Taxes -

Where reports are issued in or delivered to a state which assesses sales tax on TestAmerica's services, applicable sales taxes will be added to the invoice as required by law, unless an appropriate sales tax exemption form is on file with TestAmerica.

Rev: 11/22/2016

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ATTACHMENT 3

Project: Stormwater

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Stormwater

Matrix	Method	Test Description	Analyte	RL	MDL	Units
Water	1664A	HEM (Oil & Grease)	HEM (Oil & Grease)	5.00	1.40	mg/L
Water	SM 2540D	Solids, Total Suspended (TSS)	Total Suspended Solids	1.00	0.500	mg/L
Water	SM 2540F	Solids, Settleable	Settleable Solids	0.100	0.100	mL/L/Hr
Water	SM 2130B	Turbidity	Turbidity	0.100	0.0400	NTU
Water	SM4500 S2 H	Unionized Hydrogen Sulfide (must request pH, Conductivity, Diss. Sulfide)	Un-ionized Hydrogen Sulfide	NONE	NONE	Units
Water	SM 4500 H+ B	pH & temperature	pH Temperature	0.100 1.00	0.100 1.00	SU Degrees C
Water	SM 2510B	Conductivity, Specific Conductance	Specific Conductance	1.00	1.00	umhos/cm
Water	SM 4500 S2 D	Sulfide, Dissolved	Sulfide, Dissolved	0.0500	0.0270	mg/L
Water	1664A	Total Petroleum Hydrocarbon (SGT-HEM)	Total Petroleum Hydrocarbons (SGT-HEM)	5.00	1.40	mg/L
Water	8015B	GRO (C4-C12)	GRO (C4-C12)	0.0500	0.0250	mg/L
		Surrogate Cpd				
			4-Bromofluorobenzene (Surr)			
Water	8015B	DRO (C13-C22) / ORO (C23-C40)	DRO (C13-C22)	0.500	0.250	mg/L

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Continued						
			ORO (C23-C40)	0.500	0.250	mg/L
		Surrogate Cpnd				
			n-Octacosane			
Water	200.7 Rev 4.4	% Sodium	Sodium	0.50	0.26	%
Water	300.0	Nitrate-N, Nitrite-N	Nitrate as N Nitrite as N	0.110 0.150	0.0550 0.0700	mg/L mg/L
Water	351.2	Nitrogen, Total Kjeldahl	Total Kjeldahl Nitrogen	0.200	0.100	mg/L
Water	Total Nitrogen	Nitrogen, Total (must request TKN, NO3-N, NO2-N)	Nitrogen, Total	0.11	0.11	
Water	365.3	Phosphorus, Total	Phosphorus, Total	0.0500	0.0250	mg/L
Water	SM 5540C	Methylene Blue Active Substances (MBAS)	Methylene Blue Active Substances	0.100	0.0500	mg/L
Water	300.0	Fluoride	Fluoride	0.500	0.250	mg/L
Water	SM 4500 Cl G	Total Residual Chlorine	Chlorine, Total Residual	100	100	ug/L
Water	SM 4500 O G	Oxygen, Dissolved	Oxygen, Dissolved	1.00	1.00	mg/L
Water	SM 9221B	Coliforms, Total (Multiple-Tube Fermentation)	Coliform, Total	1.80	1.80	1PN/100n

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Water	SM 9221E	Coliforms, Fecal (Multiple-Tube Fermentation)	Coliform, Fecal	1.80	1.80	1PN/100mL
Water	Enterolert	Enterococcus by Enterolert (Quantitray)	Enterococci	1.00	1.00	1PN/100mL
Water	624	Volatile Organic Compounds - Regulated Low Level List + client specific add-ons	1,1,1-Trichloroethane	0.500	0.250	ug/L
			1,1,2,2-Tetrachloroethane	0.500	0.250	ug/L
			1,1,2-Trichloroethane	0.500	0.250	ug/L
			1,1-Dichloroethane	0.500	0.250	ug/L
			1,1-Dichloroethene	0.500	0.250	ug/L
			1,2-Dibromo-3-Chloropropane	1.00	0.500	ug/L
			1,2-Dibromoethane (EDB)	0.500	0.250	ug/L
			1,2-Dichlorobenzene	0.500	0.250	ug/L
			1,2-Dichloroethane	0.500	0.250	ug/L
			1,2-Dichloropropane	0.500	0.250	ug/L
			1,3-Dichlorobenzene	0.500	0.250	ug/L
			1,4-Dichlorobenzene	0.500	0.250	ug/L
			2-Butanone (MEK)	5.00	2.50	ug/L
			2-Hexanone	5.00	2.50	ug/L
			4-Methyl-2-pentanone (MIBK)	5.00	2.50	ug/L
			Acetone	20.0	10.0	ug/L
			Benzene	0.500	0.250	ug/L
			Bromodichloromethane	0.500	0.250	ug/L
			Bromoform	1.00	0.400	ug/L
			Bromomethane	0.500	0.250	ug/L
			Carbon disulfide	1.00	0.500	ug/L
			Carbon tetrachloride	0.500	0.250	ug/L
			Chlorobenzene	0.500	0.250	ug/L
			Chloroethane	1.00	0.400	ug/L
			Chloroform	0.500	0.250	ug/L
			Chloromethane	0.500	0.250	ug/L
			cis-1,3-Dichloropropene	0.500	0.250	ug/L
			Dibromochloromethane	0.500	0.250	ug/L
			Ethylbenzene	0.500	0.250	ug/L
			Methyl-tert-butyl Ether (MTBE)	0.500	0.250	ug/L
			Methylene Chloride	2.00	0.880	ug/L
			Styrene	0.500	0.250	ug/L
			Tetrachloroethene	0.500	0.250	ug/L
			Toluene	0.500	0.250	ug/L
			trans-1,2-Dichloroethene	0.500	0.250	ug/L
			trans-1,3-Dichloropropene	0.500	0.250	ug/L
			Trichloroethene	0.500	0.250	ug/L

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Matrix	Method	Test Description	Analyte	RL	MDL	Units
Continued						
			Trichlorofluoromethane	0.500	0.250	ug/L
			Vinyl acetate	4.00	2.00	ug/L
			Vinyl chloride	0.500	0.250	ug/L
			Xylenes, Total	1.00	0.500	ug/L
		Surrogate Cpnd				
			4-Bromofluorobenzene (Surr)			
			Dibromofluoromethane (Surr)			
			Toluene-d8 (Surr)			
				RL	MDL	Units
Water	624	Acrolein, Acrylonitrile and 2-Chloroethylvinylether	2-Chloroethyl vinyl ether	2.00	1.00	ug/L
		624 Low Level List				
			Acrolein	5.00	2.50	ug/L
			Acrylonitrile	2.00	1.00	ug/L
		Surrogate Cpnd				
			Toluene-d8 (Surr)			
			Dibromofluoromethane (Surr)			
			4-Bromofluorobenzene (Surr)			
				RL	MDL	Units
Water	SM 4500 CN E	Cyanide, Total	Cyanide, Total	25.0	12.5	ug/L
				RL	MDL	Units
Water	625	Semivolatile Organic Compounds - Standard Low	1,2,4-Trichlorobenzene	1.00	0.500	ug/L
		Level List + NDMA				
			1,2-Dichlorobenzene	0.500	0.200	ug/L
			1,2-Diphenylhydrazine(as	1.00	0.500	ug/L
			Azobenzene)			
			1,3-Dichlorobenzene	0.500	0.200	ug/L
			1,4-Dichlorobenzene	0.500	0.200	ug/L
			2,4,5-Trichlorophenol	2.00	1.00	ug/L
			2,4,6-Trichlorophenol	1.00	0.500	ug/L
			2,4-Dichlorophenol	2.00	1.00	ug/L
			2,4-Dimethylphenol	2.00	1.00	ug/L
			2,4-Dinitrophenol	5.00	2.00	ug/L
			2,4-Dinitrotoluene	5.00	2.00	ug/L
			2,6-Dinitrotoluene	5.00	2.00	ug/L
			2-Chloronaphthalene	0.500	0.200	ug/L
			2-Chlorophenol	1.00	0.500	ug/L
			2-Methylnaphthalene	1.00	0.500	ug/L
			2-Methylphenol	2.00	1.00	ug/L
			2-Nitroaniline	5.00	2.00	ug/L
			2-Nitrophenol	2.00	1.00	ug/L

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Matrix	Method	Test Description	Analyte	RL	MDL	Units
Continued						
			3,3'-Dichlorobenzidine	5.00	2.00	ug/L
			3-Methylphenol +	5.00	2.00	ug/L
			4-Methylphenol			
			3-Nitroaniline	5.00	2.00	ug/L
			4,6-Dinitro-2-methylphenol	5.00	2.00	ug/L
			4-Bromophenyl phenyl ether	1.00	0.500	ug/L
			4-Chloro-3-methylphenol	2.00	0.200	ug/L
			4-Chloroaniline	2.00	1.00	ug/L
			4-Chlorophenyl phenyl ether	0.500	0.200	ug/L
			4-Nitroaniline	5.00	2.00	ug/L
			4-Nitrophenol	5.00	2.00	ug/L
			Acenaphthene	0.500	0.200	ug/L
			Acenaphthylene	0.500	0.200	ug/L
			Aniline	10.0	2.00	ug/L
			Anthracene	0.500	0.200	ug/L
			Benidine	10.0	5.00	ug/L
			Benzo[a]anthracene	5.00	2.00	ug/L
			Benzo[a]pyrene	2.00	0.500	ug/L
			Benzo[b]fluoranthene	2.00	1.00	ug/L
			Benzo[g,h,i]perylene	5.00	2.00	ug/L
			Benzo[k]fluoranthene	0.500	0.250	ug/L
			Benzoic acid	5.00	2.00	ug/L
			Benzyl alcohol	5.00	2.00	ug/L
			bis (2-chloroisopropyl) ether	0.500	0.200	ug/L
			Bis(2-chloroethoxy)methane	0.500	0.200	ug/L
			Bis(2-chloroethyl)ether	0.500	0.200	ug/L
			Bis(2-ethylhexyl) phthalate	5.00	2.00	ug/L
			Butyl benzyl phthalate	5.00	2.00	ug/L
			Chrysene	0.500	0.200	ug/L
			Dibenz(a,h)anthracene	0.500	0.250	ug/L
			Dibenzofuran	0.500	0.200	ug/L
			Diethyl phthalate	1.00	0.500	ug/L
			Dimethyl phthalate	0.500	0.250	ug/L
			Di-n-butyl phthalate	2.00	1.00	ug/L
			Di-n-octyl phthalate	5.00	2.00	ug/L
			Fluoranthene	0.500	0.200	ug/L
			Fluorene	0.500	0.200	ug/L
			Hexachlorobenzene	1.00	0.500	ug/L
			Hexachlorobutadiene	2.00	0.500	ug/L
			Hexachlorocyclopentadiene	5.00	2.00	ug/L
			Hexachloroethane	3.00	0.500	ug/L
			Indeno[1,2,3-cd]pyrene	2.00	1.00	ug/L
			Isophorone	1.00	0.500	ug/L
			Naphthalene	1.00	0.500	ug/L
			Nitrobenzene	1.00	0.500	ug/L
			N-Nitrosodimethylamine	2.00	1.00	ug/L
			N-Nitrosodi-n-propylamine	2.00	1.00	ug/L

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Continued						
			N-Nitrosodiphenylamine	1.00	0.500	ug/L
			Pentachlorophenol	2.00	1.00	ug/L
			Phenanthrene	0.500	0.200	ug/L
			Phenol	1.00	0.500	ug/L
			Pyrene	0.500	0.200	ug/L
		Surrogate Cpnd				
			2,4,6-Tribromophenol			
			2-Fluorobiphenyl			
			2-Fluorophenol			
			Nitrobenzene-d5			
			Phenol-d6			
			Terphenyl-d14			
				RL	MDL	Units
Water	608 PCB LL	Polychlorinated Biphenyls (PCBs) - Standard Low Level List	Aroclor 1016	0.500	0.250	ug/L
			Aroclor 1221	0.500	0.250	ug/L
			Aroclor 1232	0.500	0.250	ug/L
			Aroclor 1242	0.500	0.250	ug/L
			Aroclor 1248	0.500	0.250	ug/L
			Aroclor 1254	0.500	0.250	ug/L
			Aroclor 1260	0.500	0.250	ug/L
		Surrogate Cpnd				
			DCB Decachlorobiphenyl (Surr)			
				RL	MDL	Units
Water	608 Pesticides	Organochlorine Pesticide - Standard Low Level List	Aldrin	0.00500	0.00150	ug/L
			alpha-BHC	0.00500	0.00250	ug/L
			beta-BHC	0.0100	0.00400	ug/L
			Chlordane (technical)	0.100	0.0800	ug/L
			delta-BHC	0.00500	0.00350	ug/L
			Dieldrin	0.00500	0.00200	ug/L
			Endosulfan I	0.00500	0.00300	ug/L
			Endosulfan II	0.00500	0.00200	ug/L
			Endosulfan sulfate	0.0100	0.00300	ug/L
			Endrin	0.00500	0.00200	ug/L
			Endrin aldehyde	0.0100	0.00200	ug/L
			Endrin ketone	0.0100	0.00700	ug/L
			gamma-BHC (Lindane)	0.0100	0.00300	ug/L
			Heptachlor	0.0100	0.00300	ug/L
			Heptachlor epoxide	0.00500	0.00250	ug/L
			Methoxychlor	0.0200	0.0100	ug/L
			Toxaphene	0.500	0.250	ug/L

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Continued						
			4,4'-DDD	0.00500	0.00400	ug/L
			4,4'-DDE	0.00500	0.00300	ug/L
			4,4'-DDT	0.0100	0.00400	ug/L
		Surrogate Cpnd				
			Tetrachloro-m-xylene			
			DCB Decachlorobiphenyl (Surr)			
				RL	MDL	Units
Water	218.6	Chromium, Hexavalent (Ion Chromatography)	Chromium, hexavalent	1.00	0.250	ug/L
				RL	MDL	Units
Water	218.6 CR3	Chromium, Trivalent (Calculation) [must request Cr+6 & Cr]	Cr	1.00	0.500	ug/L
			Cr (III)	1.00	0.500	ug/L
			Cr (VI)	1.00	0.250	ug/L
				RL	MDL	Units
Water	200.7 Rev 4.4	Iron	Iron	0.100	0.0500	mg/L
				RL	MDL	Units
Water	200.8	7 ICP/MS metals (single metal = \$25; \$8 for each additional metal)	Antimony	2.00	0.500	ug/L
			Arsenic	1.00	0.500	ug/L
			Cadmium	1.00	0.250	ug/L
			Chromium	2.00	0.500	ug/L
			Manganese	1.00	0.500	ug/L
			Selenium	2.00	0.500	ug/L
			Thallium	1.00	0.500	ug/L
				RL	MDL	Units
Water	245.1	Mercury (CVAA)	Mercury	0.200	0.100	ug/L
				RL	EDL	Units
Water	1613B	2,3,7,8-TCDD	2,3,7,8-TCDD	0.0000100		ug/L
		Isotope Dilution				
			13C-2,3,7,8-TCDD	0.00200		
		Surrogate Cpnd				
			37Cl4-2,3,7,8-TCDD	0.000800		

TestAmerica Irvine
17461 Derian Ave
Suite 100
Irvine, CA 92614-5817

Prepared for:

Sarah Johnson
Fusco Engineering
16795 Von Karman, Suite 100
Irvine, CA 92606
sjohnson@fuscoe.com
Tel: (949) 474-1960

Prepared by Abe, Pat T

Date 8/30/2017

Expiration Date 8/30/2020

Est. Start Date

Project: Stormwater**Quote Number: 44018724 - 1****Stormwater**

Matrix	Method	Test Description	Analyte	RL	EDL	Units			
Water	1613B	Dioxins & Furans	2,3,7,8-TCDD	10.0		pg/L			
			2,3,7,8-TCDF	10.0		pg/L			
			1,2,3,7,8-PeCDD	50.0		pg/L			
			1,2,3,7,8-PeCDF	50.0		pg/L			
			2,3,4,7,8-PeCDF	50.0		pg/L			
			1,2,3,4,7,8-HxCDD	50.0		pg/L			
			1,2,3,6,7,8-HxCDD	50.0		pg/L			
			1,2,3,7,8,9-HxCDD	50.0		pg/L			
			1,2,3,4,7,8-HxCDF	50.0		pg/L			
			1,2,3,6,7,8-HxCDF	50.0		pg/L			
			1,2,3,7,8,9-HxCDF	50.0		pg/L			
			2,3,4,6,7,8-HxCDF	50.0		pg/L			
			1,2,3,4,6,7,8-HpCDD	50.0		pg/L			
			1,2,3,4,6,7,8-HpCDF	50.0		pg/L			
			1,2,3,4,7,8,9-HpCDF	50.0		pg/L			
			OCDD	100		pg/L			
			OCDF	100		pg/L			
			Total TCDD	10.0		pg/L			
			Total TCDF	10.0		pg/L			
			Total PeCDD	50.0		pg/L			
			Total PeCDF	50.0		pg/L			
			Total HxCDD	50.0		pg/L			
			Total HxCDF	50.0		pg/L			
			Total HpCDD	50.0		pg/L			
			Total HpCDF	50.0		pg/L			
			Isotope Dilution						
						13C-2,3,7,8-TCDD			
						13C-2,3,7,8-TCDF			
						13C-1,2,3,7,8-PeCDD			
						13C-1,2,3,7,8-PeCDF			
						13C-2,3,4,7,8-PeCDF			
						13C-1,2,3,4,7,8-HxCDD			
						13C-1,2,3,6,7,8-HxCDD			
			13C-1,2,3,4,7,8-HxCDF						
			13C-1,2,3,6,7,8-HxCDF						
			13C-1,2,3,7,8,9-HxCDF						
			13C-2,3,4,6,7,8-HxCDF						
			13C-1,2,3,4,6,7,8-HpCDD						
			13C-1,2,3,4,6,7,8-HpCDF						
			13C-1,2,3,4,7,8,9-HpCDF						
			13C-OCDD						
Surrogate Cpnd									
			37Cl4-2,3,7,8-TCDD	800					

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Matrix	Method	Test Description	Analyte			
Water	TEQ	Total TEQ Calculation (must request 1613B for Dioxins & Furans.J)	Total Dioxin/Furan TEQ Total PCB TEQ Total TEQ	NONE	NONE	Units

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Project: Stormwater**Quote Number: 44018724 - 1****Analytical Sample Information**

Analysis	Method	Matrix	Preservative	Client Sub List Desc Container	Volume Required	Holding Time
Anions, Ion Chromatography	300_ORGFM_28D	Water	None	Fluoride Plastic 250ml - unpreserved	75 mL	28 Days
Anions, Ion Chromatography	300_ORGFMS	Water	None	Nitrate-N, Nitrite-N Plastic 250ml - unpreserved	75 mL	48 Hours
Chlorine, Residual	4500_CL_G	Water	None	Total Residual Chlorine Amber Plastic 125mL - unpreserved	20 mL	IMMEDIATELY
Chromium, Hexavalent (Ion Chromatography)	218.6_ORGFM	Water	None	Chromium, Hexavalent (Ion Chromatography) Plastic 250ml - unpreserved	100 mL	24 Hours
Coliforms, Fecal (Multiple-Tube Fermentation)	9221E	Water	Sodium Thiosulfate	Coliforms, Fecal (Multiple-Tube Fermentation) Bacti Bottle w/thio	100 mL	8 Hours
Coliforms, Total (Multiple-Tube Fermentation)	9221B	Water	Sodium Thiosulfate	Coliforms, Total (Multiple-Tube Fermentation) Bacti Bottle w/thio	100 mL	8 Hours
Conductivity, Specific Conductance	2510B	Water	None	Conductivity, Specific Conductance Plastic 250ml - unpreserved	100 mL	28 Days
Cyanide, Total	4500_CN_E	Water	Sodium Hydroxide	Cyanide, Total Plastic 250ml - with Sodium Hydroxide	50 mL	14 Days
Diesel Range Organics (DRO) (GC)	8015B_DRO	Water	None	DRO (C13-C22) / ORO (C23-C40) Amber Glass 250ml - unpreserved	250 mL	7 Days
Dioxins and Furans (HRGC/HRMS)	1613B	Water	None	Dioxins & Furans Amber Glass 1 liter - unpreserved	2000 mL	1 Year
Enterococcus by Enterolert (Quantitray)	ENTEROLERT	Water	Sodium Thiosulfate	Enterococcus by Enterolert (Quantitray) Bacti Bottle w/thio	100 mL	8 Hours
Gasoline Range Organics - (GC)	8015B_GRO	Water	Hydrochloric Acid	GRO (C4-C12) Voa Vial 40ml - Hydrochloric Acid	120 mL	14 Days
HEM and SGT-HEM	1664A	Water	Hydrochloric Acid	HEM (Oil & Grease) Amber Glass 1 liter - Hydrochloric	1000 mL	28 Days
HEM and SGT-HEM	1664A	Water	Hydrochloric Acid	Total Petroleum Hydrocarbon (SGT-HEM) Amber Glass 1 liter - Hydrochloric	1000 mL	28 Days
Mercury (CVAA)	245.1	Water	Nitric Acid	Mercury (CVAA) Plastic 250ml - with Nitric Acid	50 mL	28 Days
Metals (ICP)	200.7	Water	Nitric Acid	% Sodium Plastic 250ml - with Nitric Acid	50 mL	180 Days
Metals (ICP)				Iron		

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200.7	Water	Nitric Acid	Plastic 250ml - with Nitric Acid	50 mL	180 Days
Metals (ICP/MS)			7 ICP/MS metals (single metal = \$25; \$8 for each additional metal)		
200.8	Water	Nitric Acid	Plastic 250ml - with Nitric Acid	50 mL	180 Days
Methylene Blue Active Substances (MBAS)			Methylene Blue Active Substances (MBAS)		
5540C	Water	None	Plastic 250ml - unpreserved	100 mL	48 Hours
Nitrogen, Total Kjeldahl			Nitrogen, Total Kjeldahl		
351.2	Water	Sulfuric Acid	Plastic 250ml - with Sulfuric Acid	50 mL	28 Days
Organochlorine Pesticides in Water			Organochlorine Pesticide - Standard Low Level List		
608_Pest_LL	Water	None	Amber Glass 250ml - unpreserved	250 mL	7 Days
Oxygen, Dissolved			Oxygen, Dissolved		
SM4500_O_G	Water	None	Voa Vial 40ml - unpreserved	80 mL	IMMEDIATELY
pH			pH & temperature		
SM4500_H+	Water	None	Plastic 250ml - unpreserved	75 mL	IMMEDIATELY
Phosphorus, Total			Phosphorus, Total		
365.3	Water	Sulfuric Acid	Plastic 250ml - with Sulfuric Acid	50 mL	28 Days
Polychlorinated Biphenyls (PCBs) (GC)			Polychlorinated Biphenyls (PCBs) - Standard Low Level List		
608_PCB_LL	Water	None	Amber Glass 250ml - unpreserved	250 mL	7 Days
Semivolatile Organic Compounds (GC/MS)			Semivolatile Organic Compounds - Standard Low Level List + NDMA		
625_LL	Water	None	Amber Glass 1 liter - unpreserved	2000 mL	7 Days
Solids, Settleable			Solids, Settleable		
SM2540F	Water	None	Plastic 1 liter - unpreserved	1000 mL	48 Hours
Solids, Total Suspended (TSS)			Solids, Total Suspended (TSS)		
2540D	Water	None	Plastic 1 liter - unpreserved	1000 mL	7 Days
Sulfide, Total			Sulfide, Dissolved		
SM4500_S2_D	Water	Sodium Hydroxide	Plastic 250ml - with Sodium Hydroxide	50 mL	7 Days
Tetra Chlorinated Dioxins & Furans ID HRGC/HRMS			2,3,7,8-TCDD		
1613B_Tetras	Water	None	Amber Glass 1 liter - unpreserved	2000 mL	1 Year
Turbidity			Turbidity		
SM2130B	Water	None	Plastic 250ml - unpreserved	75 mL	48 Hours
Volatile Organic Compounds (GC/MS)			Acrolein, Acrylonitrile and 2-Chloroethylvinylether 624 Low Level List		
624_LL_UP_3Day	Water	None	Voa Vial 40ml - unpreserved	120 mL	3 Days
Volatile Organic Compounds (GC/MS)			Volatile Organic Compounds - Regulated Low Level List + client specific add-ons		
624_LL	Water	Hydrochloric Acid	Voa Vial 40ml - Hydrochloric Acid	120 mL	14 Days

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Hold Times listed above represent the minimum allotted time between sampling and lab extraction, prep or analysis.

Multiple analyses may be consolidated into fewer containers. Please contact your Project Manager for clarification when requesting sample containers.

Except for some special tests, all samples should be kept cold at 6 degrees C.



TESTAMERICA TERMS AND CONDITIONS OF SALE (Short Form)

When a purchaser (Client) places an order for laboratory, consulting or sampling services from TestAmerica Laboratories, Inc., a Delaware corporation (TestAmerica), TestAmerica shall provide the ordered services pursuant to these Terms and Conditions and the related Quotation or Price Schedule, or as agreed in a negotiated contract. In the absence of a written agreement to the contrary, a client order constitutes an acceptance by the Client of TestAmerica's offer to do business under these Terms and Conditions, and an agreement to be bound by these Terms and Conditions. Receipt of a Client's samples at a TestAmerica laboratory constitutes acceptance of these Terms and Conditions (in the absence of any other negotiated contract). No contrary or additional terms and conditions expressed in a Client's document shall be deemed to become a part of the contract created upon acceptance of these Terms and Conditions, unless accepted by TestAmerica in writing.

1. ORDERS AND RECEIPT OF SAMPLES

1.1 A Client may place an order (i.e., specify a Scope of Work) either by submitting a purchase order to TestAmerica in writing or by telephone subsequently confirmed in writing, or by negotiated contract. Whichever option the Client selects for placing an order, the order shall not be valid unless it contains sufficient specification to enable TestAmerica to carry out the Client's requirements. In particular, samples must be accompanied by: a) adequate instruction on type of analysis requested, and b) complete written disclosure of the known or suspected presence of any hazardous substances, as defined by applicable federal or state law. If a Client fails to provide these required disclosures accompanying the submission of samples, and such failure results in an interruption in the lab's ability to process work due to contamination of instruments or work areas, the Client will be responsible for the costs of clean-up and recovery.

1.2 The Client shall provide one week's advance notice of the sample delivery schedule, or any changes to the schedule, whenever possible. Upon timely delivery of samples, TestAmerica will use its best efforts to meet mutually agreed turnaround times. All turnaround times will be calculated from the point in time when TestAmerica has determined that it can proceed with defined work following receipt, inspection of samples, and resolution of any discrepancies in Chain-of-Custody forms and project guidance regarding work to be done (Sample Delivery Acceptance). Rush turnaround times not requested in advance of the delivery of samples and specifically agreed to by the lab are not guaranteed. If the Client changes the sample delivery schedule prior to Sample Delivery Acceptance, TestAmerica reserves its rights to modify its turnaround time commitment, change the date upon which TestAmerica will accept samples, or refuse Sample Delivery Acceptance for the affected samples.

1.3 TestAmerica reserves the right, exercisable at any time, to refuse or revoke Sample Delivery Acceptance for any sample which in the sole judgment of TestAmerica: a) is of unsuitable volume; b) may pose a risk or become unsuitable for handling, transport, or processing for any health, safety, environmental or other reason, whether or not due to the presence of any hazardous substance in the sample and whether or not such presence has been disclosed to TestAmerica by the Client; or c) holding times cannot be met, due to passage of more than 48 hours from the time of sampling or 1/2 the holding time for the requested test, whichever is less.

1.4 Prior to Sample Delivery Acceptance, the entire risk of loss or damage to samples remains with the Client, except where TestAmerica provides courier services. In no event will TestAmerica have any responsibility or liability for the action or inaction of any carrier shipping or delivering any sample to or from TestAmerica's premises. Client is responsible for assuring that any sample that contains or may contain any hazardous substance to be delivered to TestAmerica's premises is properly packaged, labeled, transported and delivered, all in accordance with applicable laws.

1.5 TestAmerica reserves the right to begin processing samples upon receipt, unless the Client specifically notifies TestAmerica in writing prior to sample receipt that the samples are to be held without preparation or other processing or pending receipt of a purchase order. TestAmerica shall under no circumstances be responsible for missed holding times or turnaround times or for re-sampling costs if samples are released from hold with less than 48 hours or 1/2 the holding time for the requested test remaining, whichever is less.

2. PAYMENT TERMS

2.1 Services performed by TestAmerica will be in accordance with prices quoted and later confirmed in writing or as stated in the Price Schedule. Quoted prices do not include sales tax. Applicable sales tax will be added to invoices where required by law.

2.2 Invoices may be submitted to Client upon completion of any sample delivery group. Billing corrections must be requested within 30 days of invoice date. Payment in advance is required for all clients except those whose credit has been established with TestAmerica. For clients with approved credit, payment terms are net 30 days from the date of invoice by TestAmerica, unless alternative terms have been agreed in a separate written agreement. Payment shall be made without retainage, and shall not be contingent upon the receipt of funds from third parties. All overdue payments are subject to an additional interest and service charge of one and one half percent (1.5%) (or the maximum rate permissible by law, whichever is less) per month or portion thereof from the due date until the date of payment. All fees are charged or billed directly to the Client. The billing of a third party will not be accepted without a statement, signed by the third party, acknowledging and accepting payment responsibility in accordance with these payment terms.

2.3 If Client fails to make timely payment of its invoices, TestAmerica reserves the right to pursue all appropriate remedies, including withdrawing certifications, suspending work and withholding delivery of data under this order without recourse. Client shall be responsible for all reasonable fees, expenses, and costs of collection including but not limited to arbitrator's and attorney's fees. TestAmerica reserves the right to refuse to proceed with work at any time based upon an unfavorable Client credit report.

3. CHANGE ORDERS, TERMINATION

3.1 Changes to the Scope of Work, price, or result delivery date may be initiated by TestAmerica after Sample Delivery Acceptance due to any condition which conflicts with analytical, QA or other protocols warranted in these Terms and Conditions. TestAmerica will not proceed with such changes until an agreement with the Client is reached on the amount of any cost, schedule change or technical change to the Scope of Work, and such agreement is documented in writing.

3.2 Changes to the Scope of Work, including but not limited to increasing or decreasing the work, changing test and analysis specification, or acceleration in the performance of the work may be initiated by the Client after Sample Delivery Acceptance. Such change must be documented in writing and may result in a change in cost and turnaround time commitment. TestAmerica's acceptance of such changes is contingent upon technical feasibility and operational capacity.

3.3 Suspension or termination of all or any part of the work may be initiated by the Client. TestAmerica will be compensated consistent with Section 2 of these Terms and Conditions. TestAmerica will complete all work in progress and be paid in full for all work completed.

4. WARRANTIES AND LIABILITY

4.1 Where applicable, TestAmerica will use appropriate and approved analytical test methods. TestAmerica has referenced these methods in its Laboratory Quality Manuals and has documented them in Standard Operating Procedures. TestAmerica reserves the right based on its reasonable judgment to deviate from these methodologies as necessary or appropriate to the extent required by the nature or composition of the sample, which deviations, if any, will be made on a basis consistent with recognized standards of the industry and/or TestAmerica's Laboratory Quality Manuals. Client may request that TestAmerica perform according to a mutually agreed Quality Assurance Project Plan (QAPP). If samples arrive prior to agreement on a QAPP, TestAmerica will proceed with analyses under its standard Quality Manuals then in effect. TestAmerica will not be responsible for any resampling or other charges if work must be repeated to comply with a subsequently finalized QAPP.

4.2 TestAmerica shall start preparation and/or analysis within holding times provided that Sample Delivery Acceptance occurs within 48 hours of



sampling or 1/2 of the holding time for the test, whichever is less, unless the Client has specifically requested that TestAmerica hold the samples without preparation or other processing or pending receipt of a purchase order. Where resolution of inconsistencies leading to Sample Delivery Acceptance does not occur within this period, TestAmerica will use its best efforts to meet holding times and will proceed with the work provided that, in TestAmerica's judgment, the chain-of-custody or definition of the Scope of Work provide sufficient guidance. Reanalysis of samples to comply with TestAmerica's Quality Manuals will be deemed to have met holding times provided the initial analysis was performed within the applicable holding time. Where reanalysis demonstrates that sample matrix interference is the cause of failure to meet any Quality Manual requirements, the warranty will be deemed to have been met.

4.3 TestAmerica warrants that it possesses and maintains all licenses and certifications that are required to perform services under these Terms and Conditions provided that such requirements are specified in writing to TestAmerica prior to Sample Delivery Acceptance. TestAmerica will notify the Client in writing of any decertification or revocation of any license, or notice of either, that affects work in progress.

4.4 The warranty obligations set forth in Sections 4.1, 4.2 and 4.3 are the sole and exclusive warranties given by TestAmerica in connection with any services performed by TestAmerica or any results generated from such services, and TestAmerica gives and makes NO OTHER REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED. No representative of TestAmerica is authorized to give or make any other representation or warranty or modify this warranty in any way.

4.5 Client's sole and exclusive remedy for breach of warranty in connection with any services performed by TestAmerica will be limited to repeating any services performed, contingent on the Client's providing, at the request of TestAmerica and at the Client's expense, additional sample(s) if necessary. Any reanalysis requested by the Client generating results consistent with the original results will be at the Client's expense. If resampling is necessary, TestAmerica's liability for resampling costs will be limited to actual cost or one hundred and fifty dollars (\$150) per sample, whichever is less.

4.6 TestAmerica's liability for any and all causes of action arising hereunder, whether based in contract, tort, warranty, negligence or otherwise, shall be limited to the lesser amount of compensation for the services performed or \$100,000. All claims, including those for negligence, shall be deemed waived unless suit thereon is filed within one year after TestAmerica's completion of the services. Under no circumstances, whether arising in contract, tort (including negligence), or otherwise, shall TestAmerica be responsible for loss of use, loss of profits, or for any special, indirect, incidental or consequential damages occasioned by the services performed or by application or use of the reports prepared.

4.7 In no event shall TestAmerica have any responsibility or liability to the Client for any failure or delay in performance by TestAmerica that results, directly or indirectly, in whole or in part, from any cause or circumstance beyond the reasonable control of TestAmerica. Such causes and circumstances include, but are not limited to, acts of God, acts of Client, acts or orders of any governmental authority, strikes or other labor disputes, natural disasters, accidents, wars, civil disturbances, equipment breakdown, matrix interference or unknown highly contaminated samples that impact instrument operation, unavailability of supplies from usual suppliers, difficulties or delays in transportation, mail or delivery services, or any other cause beyond TestAmerica's reasonable control.

5. RESULTS, WORK PRODUCT

5.1 Data or information provided to TestAmerica or generated by services performed under this agreement shall only become the property of the Client upon receipt in full by TestAmerica of payment for the entire order. Ownership of any analytical method, QA/QC protocols, software programs or equipment developed by TestAmerica for performance of work will be retained by TestAmerica. Client shall not disclose such information to any third party without TestAmerica's express prior consent.

5.2 Data and sample materials provided by Client or at Client's request, and the result obtained by TestAmerica shall be held in confidence (unless such information is generally available to the public or is in the public domain or Client has failed to pay TestAmerica for all services rendered or is otherwise in breach of these Terms and Conditions), subject to any disclosure required by law or legal process.

5.3 Should the results delivered by TestAmerica be used by the Client or Client's client, even though subsequently determined not to meet the warranties described in these Terms and Conditions, then the compensation will be adjusted based upon mutual agreement. In no case shall the Client unreasonably withhold TestAmerica's right to independently defend its data.

5.4 TestAmerica reserves the right to perform the services at any laboratory in the TestAmerica network. If a Client has requested a particular location for the work, TestAmerica will inform the Client when operational constraints require the work to be performed at another TestAmerica location. In addition, TestAmerica reserves the right to subcontract services ordered by the Client to another laboratory or laboratories, if, in TestAmerica's sole judgment, it is reasonably necessary, appropriate or advisable to do so. TestAmerica will in no way be liable for any subcontracted services (outside the TestAmerica network) except for work performed at laboratories which have been audited and approved by TestAmerica.

5.5 TestAmerica will dispose of non-hazardous samples, sample extracts and digestates 30 days after the final analytical report is issued, unless instructed to store them for an alternate period of time or to return such samples to the Client, in a manner consistent with U.S. Environmental Protection Agency regulations or other applicable federal, state or local requirements. Charges for disposal will be billed to the client. Alternatively, samples can be returned to the client for disposal. Cost of return shipping will be billable to the client. Air samples in Summa canisters and tedlar bags are used and the containers cleaned immediately after testing, such that those samples are not retained. Longer storage periods may be requested and may be accommodated if space allows, and for an additional charge. Any samples for projects that are canceled or not accepted, or for which return was requested, will be returned to the Client at its own expense. TestAmerica reserves the right to return to the Client any sample or unused portion of a sample that is not within TestAmerica's permitted capability or the capabilities of TestAmerica's designated waste disposal vendor(s). ALL DIOXIN, MIXED WASTE, AND RADIOACTIVE SAMPLES WILL BE RETURNED TO THE CLIENT, unless prior arrangements for disposal are made.

5.6 Unless a different time period is agreed to in an order under these Terms and Conditions, TestAmerica agrees to retain all records for five (5) years.

5.7 If TestAmerica is required to respond to legal process related to services for Client, Client agrees to reimburse TestAmerica for hourly charges for personnel involved in the response and attorney's fees reasonably incurred in obtaining advice concerning the response, preparation to testify, and appearances related to the legal process, travel and all reasonable expenses associated with the litigation. Additional consulting beyond that normally associated with lab reports will be billed at TestAmerica's current published rates.

6. INSURANCE

6.1 During the performance of services under these Terms and Conditions, TestAmerica shall maintain in force Workers' Compensation and Employer's Liability Insurance in accordance with the laws of the states having jurisdiction over TestAmerica's employees who are engaged in the performance of the work. TestAmerica shall also maintain during such period Comprehensive General and Contractual Liability (limit of \$1,000,000 per occurrence/ \$2,000,000 aggregate), Comprehensive Automobile Liability, owned and hired, (\$1,000,000 combined single limit), and Professional/Pollution Liability Insurance (limit of \$1,000,000 per claim/occurrence, \$2,000,000 aggregate).

7. MISCELLANEOUS PROVISIONS

7.1 These Terms and Conditions, together with any additions or revisions which may be agreed to in writing by TestAmerica, embody the whole agreement of the parties and provide the only remedies available. There are no promises, terms, conditions, understandings, obligations or agreements other than those contained herein, and these Terms and Conditions shall supersede all previous communications, representations, or agreements, either verbal or written, between the Client and TestAmerica. These Terms and Conditions, and any transactions or agreements to which they apply, shall be governed both as to interpretation and performance by the laws of the state where TestAmerica's services are performed.

7.2 The invalidity or unenforceability, in whole or in part, of any provision, term or condition hereof shall not affect in any way the validity or enforceability of the remainder of these Terms and Conditions, the intent of the parties being that the provisions be severable. The section headings of these Terms and Conditions are intended solely for convenient reference and shall not define, limit or affect in any way these Terms and Conditions or their interpretations. No waiver by either party of any provision, term or condition hereof or of any obligation of the other party hereunder shall constitute a waiver of any subsequent breach or other obligation.

7.3 The obligations, liabilities, and remedies of the parties, as provided herein, are exclusive and in lieu of any others available at law or in equity. Indemnifications, releases from liability and limitations of liability shall apply, notwithstanding the fault, negligence or strict liability of the party to be indemnified, released, or whose liability is limited, except to the extent of sole negligence or willful misconduct.